

Commercial Legal Protection



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 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 **1850 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.

HEALTH & MEDICAL INFORMATION SERVICE

Call **1890 254 164**

We will give an **insured person** 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 qualified nurses 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

Call **1850 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**.

BUSINESS ASSISTANCE

Call **1850 670 747**

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.

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

appointed representative	The preferred law firm , law firm, accountant or other suitably qualified person appointed 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 as an appointed representative the amount is currently up to a maximum of €150 per hour.
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 The most we will pay for accountant's costs under insured incident 7 Tax Protection is shown in your policy schedule. These costs must be 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. The amount we will pay is based on the following: <ul style="list-style-type: none">(i) 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;(ii) 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;(iii) if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.
countries covered	(a) For insured incidents 2 Legal Defence (excluding 4) (Statutory Notice appeals), 6 Bodily Injury , and 7 Accident Loss Recovery The European Union, the United Kingdom, 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 under insured incident 7 Tax Protection) 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 **7 Tax Protection**
 - (a) 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 4)** (Statutory Notice appeals), the date when the **insured person** is issued with the relevant notice and has the right to appeal.

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, or hired or leased to, **you**.

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.

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 commercial legal protection**

Thank **you** for purchasing this **ARAG** commercial 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 **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 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 **1850 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. 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.

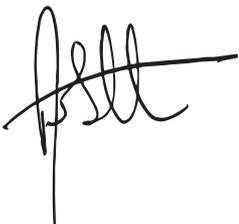
How to make a complaint

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.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

Our agreement

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

The 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) **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 is €250,000
- 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** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 4) 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
- 5) 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
- 6) 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; and
- 7) in respect of insured incident **6 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 total of the employment financial compensation awards payable by the **insurer** shall not exceed €1,500,000 in any one **period of insurance**.

For advice call **1850 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 17.

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.

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 17.

(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** Claims Department 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 of the compensation payable by **us** shall not exceed €1,500,000 in any one **period of insurance**.

A claim relating to the following:

- 1) Any employment financial compensation relating to the following:
 - trade union activities, membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Councils;
 - 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) 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.

For advice call **1850 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 17.

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 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 **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.

Please note these exclusions apply to section 1) of the Legal Defence cover.

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

For advice call **1850 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 17.

5) Costs and expenses:

- (a) to defend the **insured person's** legal rights following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction arising from the controlling, processing, disclosing and storing of data pursuant to the Data Protection Act 1988 and Data Protection (Amendment) Act 2003; or
- (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:

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**.
- 7) **We** will defend the **insured person's** legal 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**.

Provided that:

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

3 STATUTORY LICENCE APPEAL

We will represent **you** in appealing 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) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

For advice call **1850 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 17.

4 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.

5 PROPERTY PROTECTION

We will negotiate for **your** legal rights in any civil action 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 that you must have established the legal ownership or right to the land 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**);
- 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**.

Please note the term 'goods' includes livestock.

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 17.

6 BODILY INJURY

At **your** request, **we** will negotiate 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)**.

For advice call **1850 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 17.

7 TAX PROTECTION

(a) Revenue Audits

The **insurer** will pay **accountant's costs** in respect of a full 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

We will 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

We will 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 schedule. Please see definition of insured person on page 5.

- 1) A **single head revenue audit** in respect of Value Added Tax, Pay As **You** Earn/Social Insurance Contribution Regulations/Universal Social Charge.
- 2) Any insured incident arising from a tax avoidance scheme.
- 3) Any insured incident caused by **your** failure to register for Value Added Tax.
- 4) Any insured incident undertaken by the Revenue Commissioners into **your** alleged dishonesty or **your** alleged criminal activities.
- 5) 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 21 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.

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 17.

8 DEBT RECOVERY

We will negotiate for **your** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods and services.

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 the policy if the debt is due within the first 90 days of the start of the 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;
 - a loan, mortgage, pension, guarantee or any other financial product and choses in action;
 - 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.

For advice call **1850 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 17.

**9 MOTOR CONTRACT DISPUTES
(INCLUDING MOTOR DEBT RECOVERY)**

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

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

You must have entered into the agreement during the **period of insurance** and the amount in dispute must exceed €1,250.

Provided that

- (1) if the amount in dispute is payable in installments, the installments due and payable at the time of making the claim exceeds €1,250.
- (2) if the dispute relates to money owed to **you**, a claim under the policy must be made within 90 days of the money becoming due and payable.
- (3) **you** are responsible for the first €300 of each and every claim other than if the claim relates to an undisputed debt.

- 1) Any claim relating to the settlement payable under an insurance policy.
- 2) Arbitration arising out of an arbitration clause in the agreement.

10 ACCIDENT LOSS RECOVERY

We will negotiate to recover the **insured person's** uninsured losses and costs after an event which causes damage to the **insured vehicle** or to property in or on it.

- 1) Any claim relating to a contract made between the **insured person** and the third party.

Policy exclusions

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

- 1) **Costs we have not agreed** **Costs and expenses** incurred before the written acceptance of a claim by **us**.
- 2) **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**.
- 3) **Intellectual property rights** Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 4) **Franchise or agency agreements** Any claim relating to rights under a franchise or agency agreement entered into by **you**.
- 5) **Deliberate acts** Any insured incident deliberately or intentionally caused by an **insured person**.
- 6) **A dispute with ARAG** A dispute with **us** or the **insurer** not otherwise dealt with under policy condition 7.
- 7) **Shareholding or partnership disputes** Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.
- 8) **Judicial reviews, inquests, inquiries** **Costs and expenses** arising from or relating to judicial review, coroner's inquest, fatal and injunctions accident inquiry or injunctions.
- 9) **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.
- 10) **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**.
- 11) **Defamation** Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
- 12) **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.
- 13) **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.
- 14) **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.
- 15) **Valid motor insurance** The **insured vehicle** being used by anyone who does not have valid motor insurance.
- 16) **Business purpose excess of 25 motor vehicles** Any claim under insured incidents **2 (7) Legal Defence, 6 Bodily Injury, 9 Motor Contract Disputes** and **10 Accident Loss Recovery** where **you** own or have use of more than 25 motor vehicles used for business purposes.

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

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small **business you** can contact the Financial Services and Pensions Ombudsman 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 **you** 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 **you** to get, at **your** 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 **you** 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 **you** 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) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk
- (c) take reasonable steps to avoid and prevent claims
- (d) take reasonable steps to avoid incurring unnecessary costs
- (e) send everything **we** ask for in writing, and
- (f) 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 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 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) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) 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 Gardai, government bodies and anti-fraud organisations.

Policy conditions (continued)

- | | |
|--|--|
| 12) 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. |
| 13) 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). |
| 14) VAT Registration | Where you are registered for VAT, any claims payment made under this policy will be paid net of VAT. |
| 15) Law that applies | 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. |

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.

APPENDIX I

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.

Procedure for representatives when dealing with tax protection claims

The information below details the procedure to be followed by the representative when dealing with **your** Tax Protection claim. **We** will send these instructions to the representative when **we** appoint them to deal with **your** claim.

Instructions for the Representative

In **our** experience it is normally necessary for the representative to undertake the following work:

(1) Provide information requested in the Revenue Commissioner's initial letter.

This should not involve significant re-analysis work. If the information is available, albeit in slightly different form in **your** working papers, the Revenue should be invited to accept it as it is in **your** papers.

(2) Submission (or making available) of business records.

Responsibility for the retention and orderly maintenance of **business** records rests with the policyholder. **We** will not expect to incur significant professional costs associated with their submission to Revenue. It will not normally be considered appropriate for the representative to carry out review work on the records prior to submission to the Revenue. If it is felt that any such work is necessary, advance agreement of the costs is required. Please send **us** a copy of the covering letter sent with the audited accounts at the time of filing.

(3) Submission of private financial information, if appropriate to the audit.

(4) Identify reason for audit.

(5) Possible limited further correspondence preparatory to any meeting with the Revenue.

(6) Meeting with the Revenue Inspector.

Where appropriate, meetings with the Revenue can be a productive means to resolve outstanding issues. However, the time involved inevitably makes them expensive in terms of professional fees. It is therefore vitally important that the purpose of the meeting be clearly agreed, in so far as possible in advance, so that the meeting time can be used effectively to resolve remaining issues.

The reasons for a meeting should be set out by the Revenue along with the subjects for discussion. It is particularly important that the Revenue be asked to set out in advance any issues which the policyholder may be unlikely to be able to answer from memory, in order to facilitate closure of the audit.

As in all insurances there is an obligation for the policyholder and on the representative acting for them to take reasonable steps to minimise the costs payable under the policy. **We** will only pay for one member of the representative's firm to be present at the audit and **we** expect where possible that preparatory work prior to the audit and subsequent to it be done by junior members of staff.

At the end of the above process it will be apparent whether the audit can be drawn to a close or whether the Revenue has significant concerns about the accuracy of the returns.

Your important information

LEGAL ADVICE HELPLINE

call 1850 670 747 when you require legal advice

CLAIMS HELPLINE

call 01 670 7470 when you need to make a claim

HEALTH & MEDICAL INFORMATION

call 1890 254 164 when you require the health & medical service

COUNSELLING SERVICE

call 1850 670 407 for confidential counselling

BUSINESS ASSISTANCE

call 01 881 8010 when you require assistance with an emergency affecting your business premises

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.

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

www.arag.ie