



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
<p>In the area below we will resolve an insured legal problem, either ourselves or through external lawyers and other experts that we will appoint.</p>	<p>In civil claims it must be more likely than not that the insured person will recover damages or make a successful defence of their claim.</p> <p>Unless otherwise agreed external costs are limited to €150,000 and this includes opponents' costs.</p> <p>Costs incurred before DAS agrees to appoint a representative to help an insured person.</p> <p>Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to choose a representative to help the insured person.</p>	<p>THIS IS YOUR COMMERCIAL LEGAL PROTECTION POLICY (c)</p> <p>See Policy Schedule</p> <p>WHAT IS NOT COVERED BY THIS POLICY 1</p> <p>CONDITION 2</p>
<p>EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS</p> <p>EMPLOYMENT DISPUTES</p> <p>We will defend</p> <p>A contract dispute with an employee or ex employee an alleged breach of statutory duty imposed by employment law.</p> <p>FINANCIAL COMPENSATION AWARDS</p> <p>We will pay financial compensation awards for claims that we have accepted.</p>	<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>Indemnity for awards is subject to the policyholder seeking and following advice from our legal advice service.</p> <p>The total amount of compensation we will pay in any one period of insurance is €1,500,000.</p>	<p>INSURED INCIDENT 1(a) What is not covered (1), (2) & (3)</p> <p>(5)</p> <p>(6)</p> <p>INSURED INCIDENT 1(b) Provided that (1)</p> <p>(5)</p>
<p>LEGAL DEFENCE INCLUDING MOTOR PROSECUTION</p> <p>We will defend:</p> <ul style="list-style-type: none"> investigations by the Gardai or, Health and Safety authorities where a criminal offence may have been committed; criminal prosecutions; civil actions: <ul style="list-style-type: none"> for wrongful arrest following an accusation of theft; in relation to being a trustee of an employee pension scheme; appeals against Statutory Notices which affect your business; appeals against the Data Protection registration refusals; attendance expenses for jury service. 	<p>The territorial limit 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>INSURED INCIDENT 2 Provided that</p> <p>INSURED INCIDENT 2 What is not covered (3)</p> <p>(1) & (2)</p>
<p>PROPERTY PROTECTION AND BODILY INJURY</p> <p>Property protection</p> <p>We will pursue claims following damage to your business property. Cover extends to problems such as nuisance and trespass.</p> <p>Bodily Injury</p> <p>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 Injuries Board (IB).</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>The cost of getting a medical report when registering a claim with the IB.</p>	<p>INSURED INCIDENT 6(a)</p> <p>What is not covered (2) (6)</p> <p>INSURED INCIDENT 6(b)</p> <p>What is not covered 1(1) 2</p>

Features and benefits	Significant exclusions or limitations	Policy section
<p>TAX PROTECTION</p> <p>Revenue Audits We will represent the policyholder's rights throughout an audit by the Revenue Commissioners.</p> <p>Employers' Compliance We will represent the policyholder at appeals relating to Employers' Compliance</p> <p>VAT Disputes We will represent the policyholder at appeals relating to VAT.</p>	<p>Tax avoidance schemes Investigations by the Revenue Commissioners into alleged dishonesty or alleged criminal activities of the policyholder.</p>	<p>INSURED INCIDENT 7 What is not covered (1) (3)</p>
<p>24 HOUR TELEPHONE HELPLINES</p> <p>Commercial Legal Advice Advice on commercial legal problems within the Republic of Ireland and the UK.</p> <p>Business Assistance DAS can arrange to call out a contractor to deal with an emergency which causes damage or potential danger to your business.</p> <p>Health & Medical Information Service Provides help and information on health and fitness.</p> <p>Counselling Qualified counsellors provide support in dealing with worrying problems.</p>	<p>The contractor's charges are the policyholder's responsibility.</p> <p>Cannot be used to diagnose health problems.</p>	<p>HELPLINE SERVICES</p>
<p>Employment Manual Comprehensive, up to date guidance on rapidly changing employment law. To view, please visit our website at www.das.ie. From the Home Page click on the Employment Manual.</p>		<p>EMPLOYMENT MANUAL</p>
<p>Territorial Limits Republic of Ireland for most insured incidents but cover for legal defence and bodily injury extends to EU member states.</p>		<p>THE MEANING OF WORDS 8</p>
<p>STATUTORY LICENSE PROTECTION 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>CONTRACT DISPUTES COVER We will pursue and defend a claim for the sale or purchase of goods and services.</p> <p>DEBT RECOVERY We will pursue claims, including enforcement of judgement, to recover money and interest due from the sale or provision of goods or services.</p>	<p>An original application or application for renewal of a statutory licence.</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>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>INSURED INCIDENT 3 What is not covered (1)</p> <p>INSURED INCIDENT 4 Provided that (1) What is not covered (1) (7)</p> <p>INSURED INCIDENT 5 Provided that (1) What is not covered (1)</p>

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.

DAS Legal Expense Insurance Company Limited is authorised and regulated by the UK Financial Services Authority and is subject to the Irish Financial Regulators conduct of business requirements. The regulatory system which applies in Ireland is different to that which applies in the UK.