

Commercial legal protection

Insurance product information document



Company: DAS Legal Expenses Insurance Company Limited

Product: Commercial legal protection

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

This document provides a summary of the key information relating to the standard terms and conditions of this commercial legal protection cover. Complete pre-contractual and contractual information on the product is provided in the full policy documentation and you should also check the schedule for any endorsements that change the scope of this cover.

What is this type of insurance?

This product is designed to meet the needs of commercial customers who wish to protect themselves against legal costs they may need to incur in the event of certain disputes.



What is insured?

- ✓ We will cover legal costs to negotiate your rights in relation the insured incidents referred to below, provided:
 - the incident occurred within the period of insurance;
 - any legal proceedings take place within the territorial limit; and
 - the claim maintains reasonable prospects of success.

Insured incident 1 – employment disputes and financial compensation awards

- ✓ Negotiating your rights:
 - prior to legal proceedings following dismissal of an employee.
 - in proceedings between you and your employees arising out of their employment contract with you;
 - in proceedings between you and an employee, prospective or ex-employee following breach of statutory duty.

Insured incident 2 – legal defence

- ✓ Defending an insured person's rights:
 - when dealing with the Gardai or Health and Safety Authority or upon prosecution of an insured person in a criminal court.
 - following a claim as a trustee of their employees' pension fund.
 - appealing against the imposition of any Statutory Notice affecting your business.
- ✓ Defending your rights:
 - following a claim for wrongful arrest in respect of theft.
 - in appealing against the refusal of an application for registration by the Data Protection Commissioner.
- ✓ The insured person's salary lost due to jury service or attending court in relation to a covered insured incident.

Insured incident 3 – property protection and bodily injury

- ✓ Negotiating your rights in a dispute arising from:
 - physical damage to your property;



What is not insured?

- ✗ **Insured incident 1 – employment disputes**
Disciplinarys, grievances, personal injury or property damage claims, redundancy payments, protected transfers. Compensation relating to trade union, maternity rights, and certain statutory rights. Payments due under employment contracts, breach of minimum wage legislation, compensation for failing to comply with a tribunal order.
- ✗ **Insured incident 2 – legal defence**
Parking offences or driving a vehicle without insurance.
- ✗ **Insured incident 3 – property protection and bodily injury**
Claims related to your contracts, goods in transit, goods at premises not occupied by you, subsidence caused by mining, defending a claim other than a counterclaim, damage to vehicles unless sold as part of your business, gradually occurring illnesses, the cost of obtaining a medical report when registering with the InjuriesBoard.ie.
- ✗ **Insured incident 4 – tax protection**
Any insured incident arising from a tax avoidance scheme, your failure to register for Value Added Tax or alleged dishonest or criminal acts.
- ✗ **Applicable to all insured incidents**
Incidents before the start of the policy; costs incurred before our acceptance of a claim; fines, penalties and compensation other than for covered employment disputed; patent, intellectual property and breach of confidentiality claims; insured incidents intentionally or deliberately caused by an insured person; a dispute with us or Hiscox; shareholding claims; judicial review; war, biological or chemical contamination, any nuclear reaction or radiation, pressure waves; legal action we have not approved; your insolvency; date recognition.



Are there any restrictions on cover?

- ! You must accept any reasonable offer of settlement with our written consent. If you do not, we will not make any further payment.
- ! If you dismiss or do not give the appointed representative suitable instructions we will not make any further payment.
- ! The most we will pay for all claims arising at the same time

- nuisance affecting your enjoyment of your home
- ✓ Negotiating an insured person's and their family's rights following their bodily injury or death.

Insured incident 4 – tax protection

- ✓ Negotiating on your behalf in respect of any appeal proceedings:
 - by HMRC into your business tax affairs.
 - over compliance with Pay As You Earn or Social Insurance Contribution Regulations.
 - an assessment over Value Added Tax

or from the same originating cause is €150,000.

- ! Covered employment claims up to €1,300,000 in total in the period of insurance, provided you have followed our advice.
- ! We will not cover any claim covered under another policy.



Where am I covered?

In the territorial limits stated in the policy wording.



What are my obligations?

- You must ensure that you disclose all facts and matters which might be relevant and that all information provided to us is true, accurate and complete.
- You must notify us immediately if the information which may materially affect the assessment of the risk changes.
- You must take reasonable care to prevent any incident that would cause you to claim under this section and to keep our payments as low as possible.
- You must take reasonable care to ensure all tax returns are complete, correct and submitted in time and in the event of an audit you must send a copy of all correspondence and relevant business accounts and returns.
- You must let us have all of the information we ask for.
- You must co-operate fully with the legal representative and allow us to have direct contact with them.
- You must tell us about any offers of settlement or any intention to withdraw your claim.



When and how do I pay?

Please check your policy schedule for payment method.



When does the cover start and end?

Please check your policy schedule for your cover start and end dates.



How do I cancel the contract?

By writing to us. You will receive a full refund if you cancel within 15 days of insuring with us if you have not made a claim. If you cancel after the first 15 days and have not made a claim we will return a pro-rata proportion of your premium. We will never charge you a fee for cancelling your insurance.

Important information

How to make a claim

If you suffer a loss and may need to make a claim you should contact us as soon as possible.

For all claims you will need to provide your Hiscox policy number and full details of the claim, including the date, amount claimed and circumstances.

Complaints procedure

If you have a complaint, you can contact us using the details below and we will ensure your complaint is directed to the relevant provider's complaints handling department.

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom

By phone: +44 (0)800 116 4627

By phone from mobiles or abroad: +44 (0)1904 681198

By email: customer.relations@hiscox.com

If you remain dissatisfied after the internal dispute resolution process, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolve complaints with pensions providers and regulated financial services providers.

Contact details:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin
DO2 VH29

Phone: +353 1 567 7000

Email: info@fspoi.ie

Web: www.fspoi.ie

If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

General information

Hiscox Underwriting Ltd (the intermediary) underwrites policies on behalf of Hiscox Insurance Company Limited (an insurer), Hiscox S.A. (an insurer), certain underwriters at Lloyd's (managed by Hiscox Syndicates Limited) and third-party insurers. The insurer(s) for your policy will be detailed in your policy schedule.

This insurance is governed by the laws of the country stated in the general terms and conditions. Any dispute arising out of or relating to this insurance, including over its construction and validity will be referred to a single arbitrator in accordance with the general terms and conditions and the Arbitration Act then in force in the country stated.

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at www.fscs.org.uk.

Our services

This is a statement of the terms of business on which we agree to act and contains details of our regulatory and statutory responsibilities under the supervision of the Financial Conduct Authority. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

About us

Hiscox Underwriting Ltd, is authorised and regulated by the Financial Conduct Authority in England and is regulated by the Central Bank of Ireland for conduct of business rules. Hiscox Underwriting Ltd is subject to the Consumer Protection Code 2012 which offers protection to consumers, details of this code can be found on the Central Bank of Ireland's website.

Hiscox Underwriting Ltd is registered in England no. 02372789, at 1 Great St Helen's, London EC3A 6HX. Our FS Register number for the Financial Conduct Authority is 308922. You can check this on the FS's Register by visiting website <https://register.fca.org.uk/>. The FCA is the independent watchdog that regulates financial services in the UK.

We are permitted to arrange contracts of insurance.

Hiscox Ltd indirectly owns 100% of Hiscox Underwriting Ltd and Hiscox Insurance Company Limited.

Our relationship with you

We only offer Hiscox insurance products. These are underwritten by Hiscox Underwriting Ltd (the intermediary) on behalf of Hiscox Insurance Company Limited, Hiscox S.A., certain underwriters at Lloyd's (managed by Hiscox Syndicates Limited) and partner insurers for certain parts of the cover (these will be set out in the policy schedule). We act as agent for the insurers in undertaking certain responsibilities and therefore will not be acting as an independent insurance intermediary.

Hiscox Underwriting Ltd receives commission for this from Hiscox Insurance Company Limited and Hiscox S.A. If you purchase a policy that is serviced or underwritten by a third party, we will set the price you pay for this policy which will be made up of the base cost from the supplier along with an element of profit and administration costs. In addition to this we may receive a profit share from the third party. We do not charge a separate fee for arranging the insurance. If you would like further details of the commission arrangement on this policy please contact us.

At your request we will endeavour to arrange cover based on the information you have provided. While we will provide you with information on the cover offered, you will not receive advice or a recommendation from us. Any quote documentation we provide to you is based on the information you provide us. You should check to confirm this is correct and advise us of any changes required.

You will be required to make premium payments in accordance with the terms of the policy. Failure to pay any amounts due may result in the insurer cancelling coverage in line with the terms and conditions of the policy.

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com.

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.

This important information document is effective from September 2018.

19317 - Regulatory IPID information – Ireland.