



Your legal rights protected

# BrightSafe Insure

Underwritten by Irwell Insurance Company Ltd



# BrightSafe Insure

**We would like to welcome you to your BrightSafe Insure policy. The cover pays for your legal costs and expenses incurred defending investigations and criminal prosecutions under Health & Safety, Food Safety and Fire Safety legislation.**

**With support from BrightHR and our legal partners, you and your business will be protected from legal costs arising from:**

- Investigations by the Health & Safety Executive (HSE) or local enforcing authorities;
- Defence of criminal prosecutions;
- Appeals against Enforcement Notices;

**IMPORTANT:** Please read this policy carefully and in full to familiarise yourself with its terms and conditions. This should be read alongside **your** policy schedule. The information supplied by **you**, when taking out this insurance, shall be incorporated into the contract.

**This policy is underwritten by Irwell Insurance Company Ltd ("Irwell") and can only be purchased alongside a BrightSafe service contract.**

Please ensure **you** familiarise yourself with the following:

- BrightSafe - Health & Safety Helpline
- BrightHR Website
- Claims Procedure

Bright is responsible for administering this policy on behalf of **Irwell**. **We** will refer to this policy when deciding whether **you** are covered for any claim. If **you** read anything in this policy, or the documents that accompanies it, that **you** don't understand, please contact **us** as soon as possible. If **you** are unsure about anything in this document, please contact **your Bright** representative.

## Contact Information

To make a claim call BrightHR on 0800 470 2432 between 9am and 5pm weekdays (except Bank Holidays) or email [BrightSafeInsure@brighthr.com](mailto:BrightSafeInsure@brighthr.com)

### Postal Address

BrightHR, The Peninsula, Victoria Place, Manchester M4 4FB

### BrightSafe – Health & Safety Helpline

Call us on 0800 470 2432. 24 hours a day, 365 days a year.

### BrightHR Website

Go to [www.brighthr.com](http://www.brighthr.com)

## Who are BrightHR?

**We** provide nationwide service from **our** Manchester Head Office and are part of the Peninsula Group of Companies, a UK leader in employment and Health & Safety consultancy services. **We** are an Appointed Representative of Peninsula Business Services Ltd, authorised and regulated by the Financial Conduct Authority for the sale of non-investment insurance contracts. **We** are responsible for administering this insurance policy and authorised to handle claims on behalf of the **Insurer, Irwell**.

## Who are Irwell Insurance Company Ltd?

Established in 1994, **Irwell** has been underwriting legal expenses insurance for over 20 years. **Irwell** is authorised and regulated by the Prudential Regulation Authority (PRA) and Financial Conduct Authority (FCA) to conduct general insurance business. **Irwell** underwrites this insurance policy. PRA Registration No. 202897.

# Incident & Claims Procedure

If **you** become aware of a serious accident or incident at work or are notified of a HSE or Local Authority visit to **your** business, **you** should follow the procedure below:

1. Call the BrightSafe advice line as soon as possible.
2. Explain the circumstances to one of **our** expert advisers, they will;
  - a. Advise the best course of action to take;
  - b. Identify whether the matter is likely to escalate to an investigation and/or prosecution;
  - c. Notify the **Insurer** of a claim under this policy (if required) and request supporting documentation; and
  - d. Instruct one of **our appointed solicitors** to provide support to **you** right away (this allows for legal privilege to be applied).
3. Under no circumstance should **you** instruct **your** own solicitor as the **Insurer** will not pay any costs incurred without their prior agreement. If **you** wish to instruct **your** own legal representative **you** must notify **Bright** immediately as this will need to be approved by the **Insurer**. Limitations apply to the use of third party representatives.
4. Once all information needed to assess the availability of cover under the policy has been provided, **Bright** will write to **you** either:
  - a. Confirming the extent of cover under the terms of **your** policy and advising **you** of next steps; or
  - b. If the claim is not covered, explaining in full the reasons why and advising whether **Bright** can assist in another way.
5. You can rest assured that **your appointed solicitor** and claims handler will be experienced in **your** specific type of claim and will understand any concerns **you** may have and will be there to support **you** every step of the way.

## Meaning of the words in this policy

**IMPORTANT:** Certain words and terms contained in this policy appear in bold and have been defined below because they have the same meaning wherever they appear.

### Policyholder/You/Your

The person, firm or company specified in the schedule and declared to **us**.

### Bright/We/Us/Our

BrightHR Limited. Responsible for administering this policy and authorised to handle all notified claims on behalf of the **Insurer**

### Insurer/Irwell

Irwell Insurance Company Limited ("Irwell"). The underwriter of this policy.

### Employee

A proprietor, director, partner, manager, officer, employee or worker of the **Policyholder**.

### Appointed Solicitor

A suitably qualified person or firm **we** appoint to act for **you** in accordance with the terms of this policy.

### Period of Insurance

The period for which cover has been agreed.

### Event

The incident or circumstance which may lead to a claim or claims being made under the terms of this policy. The **event** must occur during a valid **period of insurance**.

### Insured Incidents

Circumstances insured under this policy and subject to policy terms and conditions.

### Legal Costs & Expenses

All reasonable and necessary legal costs incurred with **our** consent and charged to **you** by the **appointed solicitor** in defending **your** legal rights in connection with an **insured incident**.

### Legal Proceedings

Criminal Court proceedings and any consequent appeal to which **we** agree. Any appeal must, in **our** opinion, be more likely than not to succeed.

# Your Policy Cover

**IMPORTANT:** This is a 'claims made' insurance policy in respect of which only claims notified to **us** during the **period of insurance** may be covered. **You** must tell **us** as soon as possible when **you** become aware of any **event** which has given, or may give rise to a claim.

This policy, the policy schedule and any endorsement must be considered one document. The information supplied by **you**, when taking out this insurance, shall be incorporated into the contract.

Terms that appear in bold type have special meanings. Please read **Meaning of Words in this Policy** for more information.

## The Insurer will provide the cover as long as:

- a. the premium has been paid; and
- b. The event is reported to us during the period of insurance and as soon as you become aware; and
- c. You have kept to the terms and conditions of the policy and cooperated fully with us; and
- d. The Insured Incident arises in connection with the business shown in the schedule to which this policy attaches and occurs within the territorial limit.

## Policy Limits of Indemnity

- £100,000 each and every claim resulting from one or more **events** arising at the same time or from the same originating cause;
- £1,000,000 for all claims notified within the **period of insurance** (aggregate limit).

## Territorial Limits

United Kingdom of Great Britain and Northern Ireland, Isle of Man and Jersey.

# Insured Incidents

## CRIMINAL DEFENCE – LEGAL COSTS & EXPENSES

### What is covered

**Legal costs & expenses** incurred in defending you or **your employee** in the following circumstances:

- a. Investigations and interviews under caution by the HSE or local enforcing authorities under Health and Safety, Food Safety or Fire Safety legislation.
- b. Defending **legal proceedings** brought against **you** (or **your employee**) in respect of an **event** which has led to Criminal Court proceedings under Health and Safety, Food Safety or Fire Safety legislation.
- c. Appealing against an improvement, prohibition or suspension notice affecting **your** business.

### What is not covered

- Any claim relating to or arising from any **event** occurring before or existing at the start of this policy;
- Any claims arising out of **your** intentional wrongdoing or negligent disregard as to its consequences;
- Any penalties or fines imposed by a Court;
- Any representation costs incurred without the **Insurer's** consent

**IMPORTANT:** The above list is not exhaustive, for full details of the conditions and exclusions which apply to **your** whole policy, please refer to pages 4 and 5 of this document.



# What is not covered by your policy

## Cover is not available in the following circumstances:

1. Any claim relating to or arising from any **event** occurring before or existing at the start of this policy and which **you** knew or should reasonably have known may give rise to a claim.
2. Any claim against **you** in respect of damages for personal injuries brought by a claimant and/or loss of or damage to their property or breach of **your** professional duty.
3. Any claims arising out of **your** intentional wrongdoing or negligent disregard as to its consequences.
4. Any offences or alleged offences involving dishonesty or intentional violence to another
5. Any prosecutions or alleged prosecutions arising out of the use or ownership of a motor vehicle.
6. Any penalties or fines imposed by a Court.
7. Any representation costs incurred without **our** consent.
8. The VAT element of **your** claim if **you** are registered for VAT.
9. Where **you** have not at any time given full and detailed information and facts or have failed to disclose any material information or fact to enable **the appointed solicitor** to give relevant and pertinent advice as required by this policy.
10. Any **event** directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
11. Any **event** which are a consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power; or riot or civil commotion or malicious acts.

# Conditions which apply to your whole policy

## GENERAL CONDITIONS

1. POLICY ADMINISTRATION  
**Bright** will administer the policy on behalf of the **Insurer**.
2. COMPLIANCE  
**You** must keep to the terms and conditions of **your** policy.
3. PREVENTING CLAIMS  
**You** must take all reasonable steps to manage Health & Safety in **your** business and prevent any claim arising.
4. ALTERATION IN RISK  
**You** must notify **us** immediately of any merger or acquisition, or disposal of any business or significant business activities or any other alteration which may materially affect the **Insurer's** assessment of the risk.
5. CANCELLATION  
**You** may cancel the policy within 14 days of the date of its purchase with a full refund of premium paid. If **you** wish to cancel **your** insurance after this period, **we** will refund the premium for the remaining **period of insurance**. The **Insurer** may cancel **your** policy by writing to **you** at least 30 days beforehand.
6. JURISDICTION  
**Your** policy is governed by English law.

## CLAIMS CONDITIONS

### 1. INFORMATION ABOUT THE CLAIM

- a. **You** must send **us** written details of any claim as soon as possible.
- b. **You** must, if **we** ask, complete and return a claim form to **us** promptly along with any supporting information **we** require.
- c. **You** must at all times give the **appointed solicitor** and **us** a full and truthful account of **your** affairs including relevant supporting information.
- d. **You** or the **appointed solicitor** must, if **we** ask, send **us** in writing any relevant information **we** require

### 2. APPOINTED SOLICITOR

- a. **We** shall appoint the **appointed solicitor** in **your** name and on **your** behalf.
- b. **You** must at all times give the **appointed solicitor** a full and truthful account of **your** affairs including relevant supporting information.
- c. **You** must, if **we** ask, send **us** in writing any relevant information **we**, or **your appointed solicitor** requires.
- d. **You** must co-operate fully with the **appointed solicitor** and **us** at all times; and follow the **appointed solicitor's advice**; and take all necessary steps to keep legal costs as low as possible; and give the **appointed solicitor** any instructions that **we** require.

### 3. FREEDOM TO CHOOSE A SOLICITOR

If **you** wish to exercise the right to choose, **you** must write to **Bright** with **your** preferred solicitor's contact details. In circumstances where **you** choose to use **your** own preferred representative, the **Insurer** will not pay more than the agreed rate paid to **appointed solicitors** from **our** panel. **Our** panel is chosen with care and **we** agree special terms with them, including rates, which may be considerably lower than those available from other firms.

### 4. CONTROL OF THE CLAIM

**We** will have direct contact with the **appointed solicitor** who must:

- a. represent **you** according to our terms of appointment; and
- b. co-operate fully with **us** at all times; and
- c. keep **us** up to date with the progress of the claim; and
- d. take all steps to keep any amount the **Insurer** has to pay as low as possible.

### 5. CONSENT

**You** must agree to **us** and/or the **Insurer** having sight of the **appointed solicitor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our appointed solicitor** to have sight of their file for auditing and quality and cost control purposes.

### 6. OTHER INSURANCE

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

### 7. LEGISLATION

Any reference to statutory rights or legislation within this policy shall be deemed to include any Act or Statutory Instrument amending or replacing the same.

## Privacy Statement

This is a summary of how **we** collect, use, share and store personal data. **Our** full privacy policy for customers is available via **our** website <https://www.brighthr.com/terms>

### Collecting Personal Data

**We** and/or **Irwell** may be required to collect certain personal or special category data. Personal data may include name, address and date of birth. If appropriate, **we** may need to collect special category data such as medical information. **We** will hold and process this data in accordance with the General Data Protection Regulations.

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 representatives **we** appoint to act for **you** in accordance with the terms of this policy or suppliers **we** appoint to process the handling of claims.

### Using personal or special category data

The reason **we** collect personal or special category data is to fulfil **our** contractual and regulatory obligations in providing this insurance product. To fulfil these obligations, **we** may need to share personal or special category data with other organisations.

**We** will not disclose personal or special category data for any purpose other than the purpose for which it was collected, except to comply with a legal obligation placed upon **us**. Please refer to **our** full privacy policy for full details.

### Retention of Data

**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. For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy policy.

## How we handle complaints

### Step 1

**Bright** aim to give a high standard of service at all times. However, if **you** are unhappy with the service for any reason and **you** wish make a complaint this should be addressed to the **Bright** Service Team. All complaints will be dealt with by a designated person so **you** will have a definite point of contact. All clients can contact this designated person if they have any questions or queries, or if they wish to enquire about the progress of a complaint. Client Experience can be reached in the following ways:

- Phone: 0800 783 2806 (hours of operation are 8am – 5.30pm, Monday to Fridays excluding bank holiday, calls may be recorded for training purposes).
- Email: support@BrightHR.com
- Address: Bright HR, The Peninsula, Victoria Place, Manchester M4 4FB.

### Step 2

#### Irwell Insurance Company Ltd

Should **you** wish **you** can pursue **your** complaint with **Irwell**. **Irwell** can be reached in the following ways:

- Phone: 0161 836 9247 (hours of operation are 9am – 5.30pm, Monday to Fridays excluding bank holiday, calls may be recorded for training purposes).
- Email: Irwell@Irwell.com
- Address: Irwell Insurance Company Limited, 2 Cheetham Hill Road, Manchester, M4 4FB.

**Irwell** is covered by the Financial Compensation Scheme (FSCS). **You** may be entitled to compensation of up to 90% of the costs of **your** claim in the unlikely event that **Irwell** cannot meet its obligations. Further information about compensation scheme amendments is accessible at [www.fscs.org.uk](http://www.fscs.org.uk)

### Step 3

#### Financial Ombudsman Service (FOS)

If **your** complaint cannot be resolved to **your** satisfaction then **you** may be able to refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

- Phone: 0300 123 9123 or 0800 023 4567
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

BrightHR is registered in England number 09283467. Registered address: The Peninsula, Victoria Place, Manchester, M4 4FB. BrightHR is an authorised representative of Peninsula Business Services Ltd, authorised and regulated by the Financial Conduct Authority for the sale of non-investment insurance contracts, firm registration number 468574. BrightHR is authorised to administer this insurance on behalf of the insurer Irwell Insurance Company Ltd (Irwell). Irwell is authorised by the Prudential Regulation Authority (PRA) and is regulated by the Financial Conduct Authority (FCA) and the PRA to conduct general insurance business. . PRA registration number 202897.