

# Commercial Legal Protection Insurance

## INSURANCE PRODUCT INFORMATION DOCUMENT

**Company:** Irwell Insurance Company Limited ("Irwell")

**Product:** Commercial Legal Protection Policy



**Irwell**

INSURANCE COMPANY LIMITED

Irwell Insurance Company Ltd. Company Registration Number 02887406 | Registered Office: 2 Cheetham Hill Road, Manchester M4 4FB | 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 No. 202897

This document provides a summary of the key information relating to this Commercial Legal Protection Insurance Policy. Complete pre-contractual and contractual information is provided in the full policy documentation.

This insurance policy is sold and administered by BrightHR Limited ("BrightHR").

### What is this type of insurance?

This insurance policy pays for your legal costs and certain awards of compensation associated with employment tribunal claims and/or your legal costs associated with Health & Safety prosecutions



#### What is insured?

##### Employment Disputes

- ✓ Professional Fees and Expenses incurred in employment litigation disputes with employees.
- ✓ Compensation and damages awarded at tribunal for unfair dismissal and/or indirect discrimination.

##### Health & Safety Prosecutions

- ✓ Professional Fees and Expenses incurred as part of a prosecution under Health & Safety legislation.

**The extent and level of your cover is dependent on the type of Service Contract you have with BrightHR.**



#### What is not insured?

- ✗ Any claim or event that occurs outside of the period of insurance listed on your schedule.
- ✗ Any employment claim arising from an event where you have not obtained the advice of BrightHR's Advisory Service.
- ✗ Any employment claim where you have obtained advice from BrightHR but failed to act on that advice with due diligence.
- ✗ Payment of awards for findings of automatic unfair dismissal, fundamental breaches of contract by the employer, direct discrimination, harassment and victimisation.
- ✗ Any awards for arrears of payments owed by virtue of contractual entitlements or statutory rights, such as wages or redundancy payments.
- ✗ Any claim for personal injury or for loss of or damage to any property.
- ✗ Any Fines or Penalties imposed by a Court.
- ✗ Any deliberate or intentional criminal offence.
- ✗ Protective awards under the Trade Union and Labour Relations (Consolidation) Act 1992 and protective awards under the Transfer of Undertaking (Protection of Employment) Regulations 2006 or such equivalent legislation in force in the Channel Islands.

**Please refer to your policy wording for the full list of exclusions and limitations.**



#### Are there any restrictions on cover?

- ! The Policy Limit is **£100,000** per insured claim or prosecution; and
- ! **£1,000,000** for all claims and prosecutions brought against you in any one policy year.
- ! Cover for employment litigation disputes is Advice-Dependent, meaning the policy will only respond if you have taken and followed the advice of BrightHR's Advisory Service on the matter which gives rise to the claim.



### Where am I covered?

- ✓ In the United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.



### What are my obligations?

- To supply honest, accurate and complete answers to all questions you are asked as part of your application for cover under the policy.
- Observe the terms, conditions and exclusions of this policy.
- Follow our claims procedure as advised and provide all relevant documentation as requested.



### When and how do I pay?

Monthly Direct Debit payable by BACS as part of your overall Service Fee with BrightHR.



### When does the cover start and end?

This policy will run for a period of one year from the start date listed on your insurance schedule, terminating on the end date listed on your schedule.



### How do I cancel the Insurance Policy?

Your insurance policy is an annual policy that will renew automatically unless insurance is refused by Irwell or your Service Contract with BrightHR ends. You can cancel this policy within 14 days from inception or within 14 days of receiving your policy documents, whichever is later. If you contact BrightHR within this time no charge will be made and we will refund any premium already paid. If you wish to cancel your insurance after this period you can do so by giving BrightHR 7 days' notice. We will refund a proportionate part of the premium corresponding to the unexpired period of insurance, as long as there has not been a claim during the current period of insurance.

#### Contact Us:

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