

Your litigation rights protected

# Peninsula Protect

---

Terms & Conditions



# Welcome to Peninsula Protect

Our Litigation Protection Service

---



## What is Peninsula Protect?

Peninsula Protect is an important element of your Service Agreement with Peninsula. It provides access to Peninsula's in-house litigation team, who will defend you in employment disputes, and to our panel solicitors who will defend you in Health and Safety prosecutions.

You must be a client of Peninsula in order to access the Peninsula Protect service and as long as you have taken and followed the advice provided by our Advisory Service and complied with these Terms and Conditions, Peninsula Protect will be available to you.

Peninsula Protect also provides you with a discretionary benefit which can make payments to cover certain economic settlements or compensatory awards.

## What is a discretionary benefit?

Peninsula Protect cover is provided by Peninsula and all decisions in relation to this benefit are made by us. Any payments are at the absolute discretion of Peninsula. This allows us flexibility to provide additional discretionary protection that would not be available with an insurance policy.

You can be assured that Peninsula's discretion will be exercised fairly and consistently, with due consideration to the merits and circumstances of each case and the Peninsula Protect Terms and Conditions.

Providing you take and follow our advice and comply with our Terms and Conditions, Peninsula Protect is here to defend you.

This document provides the full terms and conditions of the Peninsula Protect Service. Peninsula Protect is a discretionary benefit to clients of Peninsula Business Services (Ireland) Limited ("Peninsula").

The extent and scope of your Peninsula Protect service is dependent upon the terms of the Service Agreement you have with Peninsula. There are two types of service available to you: Employment Services and Health & Safety Services. You may contract for one or both of these services.

## IMPORTANT

Certain words and terms that appear in bold have special meanings. Please read Meaning of words & terms for more information.

## Please read this document carefully and in full and familiarise yourself with:

- Peninsula's HR and Health & Safety Advice telephone helpline
- Peninsula's website
- The procedure for accessing our Peninsula Protect service



# Welcome to Peninsula Protect

Our Litigation Protection Service

---



## Maximum Limits of Peninsula Protect

Peninsula Protect covers you for a maximum of:

- €200,000 per event
- €2,000,000 for all events in a 12-month period

## Territorial Limit

The Republic of Ireland

## Peninsula Contact Information

### HR and Health & Safety Advice Helpline

01 855 5050 (Dublin) or  
021 212 9917 (Cork)

Available 24 hours a day, 365 days a year.

### Email

[ROladvice@peninsula-ie.com](mailto:ROladvice@peninsula-ie.com)

### Postal Address

Peninsula Business Service (Ireland) Ltd,  
Block W, East Point Business Park,  
Alfie Byrne Rd, East Wall, Dublin, D03 Y564

### Website

[peninsulaireland.com](http://peninsulaireland.com)



For expert advice on the points raised in this document, speak to a Peninsula advisor on **01 855 5050** or visit [peninsulaireland.com](http://peninsulaireland.com)

# Peninsula Protect

## Terms & Conditions

---



### 1. Procedure for accessing Peninsula Protect

Upon receipt of a Workplace Relations Commission or Labour Court claim or notification of prosecution under Health & Safety legislation, you must notify Peninsula as soon as possible using the contact information on Page 2.

1. Once notified, you will be sent a written acknowledgement and we will let you know if any more information is required.
2. Once all information needed to assess whether cover under Peninsula Protect is available, we will write to you either:
  - a. Confirming you are covered under the terms of your service contract and advising you of next steps to progress matters; or
  - b. If cover is declined, explaining in full the reasons why and advising whether we can assist in another way.
3. Under no circumstances should you instruct your own solicitor. A representative will be appointed for you in all covered cases.
4. You can rest assured that your appointed representative 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.

### 2. Access to the service

Access to our Peninsula Protect service is subject to all the following requirements being met:

1. You have a valid Service Agreement with Peninsula and your service fee payments are up to date.
2. An event has led to litigation proceedings in connection with an employment dispute or in connection with Health & Safety legislation.
3. The event has occurred and was notified to us during your contract period.
4. You have taken and followed the advice provided by Peninsula's Advisory Service as soon as the event occurred and continuously as the matter developed until it concluded (applies to Employment Services only).
5. You comply with the General Conditions set out in Section 4.0.

# Peninsula Protect

## Terms & Conditions

---



### 3. Scope of service

#### 3.1 Employment Services - Protection against employment litigation disputes

##### IMPORTANT

You must contact Peninsula before you take any action against an employee and follow our advice on the best course of action to take. If you do so, Peninsula Protect will be there to defend you every step of the way.

Peninsula Protect provides the in-house representative required for you to defend litigation proceedings brought against you in respect of an event which has led to an employment dispute.

Peninsula Protect will pay for the representation, provided these costs have been reasonably incurred.

Peninsula Protect provides discretionary protection against the costs of certain economic settlements or compensatory awards made against you for unfair dismissal or indirect discrimination.

#### 3.2 Health & Safety Services - Protection against Health & Safety prosecutions

Peninsula Protect provides the representative required for you (or your employee) to:

- a. defend legal proceedings brought against you (or your employee) in respect of an event which has

led to court or criminal proceedings under the Safety, Health and Welfare at Work Act 2005; or

- b. appeal against the issue of a statutory notice (or its terms) issued under Health & Safety legislation affecting your business or defending the serving of an Improvement Notice.

Peninsula Protect will pay for the representation, provided these costs have been reasonably incurred.

#### 3.3 Limitations to Peninsula Protect

There are general limitations to the Peninsula Protect cover, as well as limitations specific to both Peninsula's Employment Services and Peninsula's Health & Safety Services. These are explained below:

##### 3.3.1 General Limitations

Peninsula Protect cover is not available in the following circumstances:

- a. If you are bankrupt, insolvent or are in liquidation.
- b. The payment of any fine or penalty ordered by a Court.
- c. The payment of VAT if you are VAT registered.
- d. Where you or any other person entitled to assistance:

# Peninsula Protect

## Terms & Conditions

---



- fails to send to Peninsula as soon as practicable all and any Workplace Relations Commissioner, Labour Court or Court papers or documents received by you;
- fails to co-operate fully and promptly and/or give proper instructions and all relevant information to your representative

### 3.3.2 Limitations specific to Employment Services

Peninsula Protect cover is not available to clients contracted for Employment Services in the following circumstances:

- a. Any employment dispute arising from an event where you have failed to take and follow the advice provided by Peninsula's Advisory Service, as soon as the event occurred and continuously as the matter developed until it concluded.
- b. Any employment dispute in which you have not at any time given full and detailed information and facts to enable Peninsula to give relevant and pertinent advice as required by these Terms and Conditions.
- c. Any employment dispute that arose prior to the commencement of your Service Agreement with Peninsula.
- d. Any compensatory awards relating to arrears of contractual payments, such as wages properly payable or redundancy pay or cases connected with the assertion of a statutory right, dismissal for health and safety reasons, breach of contract complaints, Protected Disclosures, other public interest disclosures, or any award ordered as a result of a breach of statutory rights including the provision of relevant records to employees.
- e. Any compensatory awards in respect of alleged dismissal for pursuing part time, agency employee or fixed term proportional rights, all other statutory time off rights, flexible working or force majeure leave.
- f. Any compensatory awards that relate to a finding of direct discrimination, harassment or victimisation.
- g. Any employment dispute relating to the breach of a fixed-term contract by you.
- h. Any compensatory awards that relate to a dismissal that does not comply with the potentially fair reasons for dismissal as set out in the Unfair Dismissals Act 1977 (as amended).
- i. Trade Union activities, Trade Union membership and non-membership.
- j. The Industrial Relations Acts 1946, 1969, 1990, 2001 and 2015 and any subsequent additional or amending industrial relations legislation.
- k. Any civil proceedings initiated in the Courts, to include breach of contract and injunctive proceedings.

# Peninsula Protect

## Terms & Conditions

---



### 3.3.3 Limitations specific to Health & Safety Services

Peninsula Protect cover is not available to clients contracted for Health & Safety Services in the following circumstances:

- a. Any prosecutions which are deliberately or intentionally solicited by you or your employee;
- b. Any offences or alleged offences involving dishonesty or intentional violence to another;
- c. 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.;
- d. Any prosecutions involving or alleging an offence or offences deliberately or intentionally committed by you or your employee;
- e. Any event under this section that was not notified to us within the period of your Service Agreement or which was known to you prior to the commencement of your Service Agreement.
- f. An 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.

- g. An 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 occurring elsewhere than in the Republic of Ireland.

## 4. General Conditions applicable to all sections

### 4.1. Compliance

You must keep to the Peninsula Protect terms and conditions.

### 4.2. Preventing Disputes / Prosecution

You must take all reasonable steps to prevent any employment dispute or Health & Safety prosecution arising.

### 4.3. Provision of Information

You must send us written details of any employment litigation dispute or Health & Safety prosecution as soon as possible.

### 4.4. Appointed Representative

We shall always appoint the representative in your name and on your behalf in all cases.

- a. You must at all times give the representative a full and truthful account of your affairs including relevant supporting information.

# Peninsula Protect

## Terms & Conditions

---



- b. You must, if we ask, send us in writing an relevant information we, or your representative requires.
- c. You must co-operate fully with the representative and us at all times; and follow the representative's advice; and take all necessary steps to keep legal costs as low as possible; and give the representative any instructions that we require.

### 4.5. Economic Settlements

You must tell us of any offer to settle a Workplace Relation Commission or Labour Court claim as soon as possible. You must not negotiate, settle or agree to pay costs & expenses without our written agreement.

### 4.6. Consent

You are considered to have provided consent to us or our representative to have sight of their file for auditing and quality and cost control purposes.

### 4.7. Declarations

You shall declare information to us in the form and at the intervals required by us and shall pay to us additional fees or receive a refund of fees from us as the case may be.

### 4.8. Governing Law

This service contract will be governed by the laws of the Republic of Ireland.

## 5. How to complain

If you wish to register a complaint regarding our service, please contact our Client Experience department in writing at the address overleaf or by phone on:

**01 850 60 60**

Full details of our complaints procedure can be found at:

[www.peninsulagrouplimited.com/ie/complaints-procedure](http://www.peninsulagrouplimited.com/ie/complaints-procedure)

## 6. Meaning of words & terms

Certain words and terms contained in this document appear in bold and are defined below because they have the same meaning wherever they appear.

### **Peninsula/We/Us/Our**

Peninsula Business Services (Ireland) Limited.

### **You/Your**

The person, firm or company specified in your Service Agreement and declared to us.

### **Peninsula Protect**

Our Peninsula Protect Discretionary Benefit.



# Peninsula Protect

## Terms & Conditions

---



### Employee

A proprietor, director, partner, manager, officer, or employee in your business.

### Representative

A suitably qualified person or firm we appoint to act for you.

### Representation

In the matter of Employment Law disputes, the Peninsula Litigation team will represent and defend employment law disputes within the Workplace Relations Commission and any consequent appeal in the Labour Court to which we agree.

In the matter of Health & Safety disputes, all reasonable and necessary legal costs incurred by your representatives in defending legal proceedings including any consequent appeal to which we agree. In both instances, any appeal must, in our opinion, be more likely than not to succeed.

### Compensatory Awards

Basic and compensatory awards payable by you to your employee determined by the Workplace Relations Commission, Labour Court or Court. (limitations apply – see section 3.3.2 and 3.3.3).

### Economic Settlements

The settlement of any action in respect of an employment dispute.

### Discretionary Protection

Discretionary payments we may make on your behalf in respect of litigation proceedings in connection with an employment dispute or Health & Safety legislation.

### Event

The issue, incident or circumstance that leads to litigation proceedings and requires access to Peninsula Protect.

### Types of Proceedings

Workplace Relations Commission, Labour Court, District Court, Circuit Court proceedings and any consequent appeal to which we agree. Any appeal must, in our opinion, be more likely than not to succeed.

### Employment Dispute

A dispute with an employee, alleged employee or former employee arising from or relating to a contract of employment with you; or an employee, alleged employee, former employee or prospective employee arising from an alleged breach of their statutory rights under employment legislation.

### Service Agreement

Your contract for services with Peninsula for employment services and/or Health and Safety services.

