

Super Protect Legal Expenses Cover

Insurance Product Information Document

Company: Irwell Insurance Company Limited ("Irwell")

Product: Super Protect Legal Expenses Cover



Underwritten by 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 and is regulated by the Financial Conduct Authority and the Prudential Regulation Authority to conduct general insurance business. Registration No. 202897

This document provides a summary of the key information relating to this Super Protect Legal Expenses Cover. Complete pre-contractual and contractual information is provided in the full policy documentation.

Please read your policy documentation, including the policy wording, for full terms and conditions of the policy, to make sure you understand the cover provided.

This insurance policy is sold and administered by Peninsula Business Services Limited ("Peninsula").

What is this type of insurance?

In addition to the benefits provided by your Employment Tribunal Protection and Health & Safety Prosecution Protection policy, this policy pays your legal costs in relation to certain legal disputes as detailed in your policy schedule.



What is insured?

- ✓ **Enhanced Business Assistance:** Adviser's Costs and Expenses for two contract reviews, drafting a Data Subject Access Request (DSAR), drafting a Director's Service Agreement, drafting Settlement Agreement's and access to discounted legal services.
- ✓ **Breach of Restrictive Covenants:** Adviser's Costs and Expenses incurred in a dispute with a current or former employee following their breach of a restrictive covenant which is expressly incorporated into their contract of employment.
- ✓ **Defence of Legal Rights:** Adviser's Costs and Expenses incurred to defend your legal rights in relation to disputes that may arise as a result of your business activity.
- ✓ **Protecting your Property:** Adviser's Costs and Expenses incurred in a dispute in relation to your property.
- ✓ **Jury Service and Witness Expenses:** An insured person's lost salary or wages, up to a maximum of £1,000, from time taken off work as a result of jury service or attending court at the request of an appointed adviser and where you ask us to provide this cover.
- ✓ **Statutory Licence Appeal:** Adviser's Costs and Expenses incurred in an appeal to the relevant statutory or regulatory authority, court or tribunal, following their decision to suspend, cancel, alter the terms of or refuse to renew a licence or certificate of registration, which has been issued to you under statute or statutory instrument or by Government or Local Authority and which is required for you to carry out your business activity.
- ✓ **Contract Disputes:** Adviser's Costs and Expenses incurred to pursue or defend your legal rights in a dispute arising from a breach or alleged breach of a contract entered into by you for the purchase, sale, hire, hire purchase, lease or provision of goods or of services.
- ✓ **Recovery of Undisputed Debts:** Adviser's Costs and Expenses to pursue your legal rights to recover money and interest due to you arising from a breach or alleged breach of a contract entered into by you for the sale, hiring or leasing out or provision of goods or of services.
- ✓ **Tax Enquiries:** Adviser's Costs and Expenses to represent you in an investigation into your business tax affairs by HMRC.
- ✓ **Telephone helpline:** Commercial legal advice



What is not insured?

- ✗ Disputes where you have not followed the legally correct process and procedure in relation to any matter that could give rise to an Insured Incident.
- ✗ Claims arising before this insurance started.
- ✗ Costs incurred and legal actions we have not authorised.
- ✗ Fines and court awards.
- ✗ Judicial Review and challenges to legislation.
- ✗ Disputes with us or the appointed adviser.
- ✗ Disputes between you and any company, business or partnership connected with you.
- ✗ Disputes between shareholders, directors or partners in your business.



Are there any restrictions on cover?

- ! The policy limit is £200,000 per insured claim and
 - ! £2,000,000 for all claims and prosecutions brought against you in any one policy year.
 - ! Cover is subject to there always being reasonable prospects of success, meaning a greater than 50% chance that your action or defence will succeed.
- You are not covered for:
- ! A contract review of over 1.5 hours long.
 - ! More than two contract reviews per policy year.
 - ! More than one Data Subject Access Request per policy year.
 - ! More than one Director's Service Agreement per policy year.
 - ! Drafting settlement agreements that total more than 10% of Employee numbers, subject to a minimum of 2 per policy year.
 - ! Defence of Legal Rights claims in relation to using or driving a motor vehicle.
 - ! Property claims for goods in transit or goods lent or hired out.
 - ! Jury Service and Witness Expense claims where you cannot provide evidence of the extent of lost salary or wages.
 - ! Statutory Licence Appeal claims relating to the ownership, driving or use of a motor vehicle.
 - ! Contract Dispute and Recovery of Undisputed Debts claims:
 - where the amount in dispute is less than £200 inc. VAT.
 - in relation to pensions, investments, guarantees, loans, mortgages, or borrowing.
 - ! Tax Enquiries in relation to a tax avoidance scheme.



Where am I insured?

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



What are my obligations?

- ✓ To keep to the terms and conditions of this policy.
- ✓ To take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring unnecessary costs.
- ✓ To supply us with honest and accurate information when asked to do so.
- ✓ To follow our claims procedure as advised and provide all relevant documentation when requested.



When and how do I pay?

- ✓ Monthly Direct Debit payable by BACS as part of your overall Service Fee with Peninsula.



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 this insurance policy?

- ✓ Your insurance policy is an annual policy that will renew automatically unless insurance is refused by Irwell or your Service Contract with Peninsula ends. You can cancel this policy within 14 days from inception. If you contact Peninsula 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, we will refund a proportionate part of the premium corresponding to the unexpired period of insurance.

Contact Us:

Telephone: 01618302515

Email: client.experience@peninsula-uk.com

Additional Information

On receipt of any policy documents or insurance schedules issued to you, we strongly advise that you read the documents carefully as these documents form the basis of the insurance contract that has been purchased. You will be provided with full information on our products - a copy of the full Policy Wording is displayed on Peninsula's website (link below). Conditions and Exclusions apply.

<https://www.peninsulagrouplimited.com/services/super-protect-legal-expenses-cover/>