PENINSULA

Employment Tribunal Protection and Health & Safety Prosecution Protection

UK

Thank **You** for purchasing Employment Tribunal Protection and Health & Safety Prosecution Protection from **Peninsula**.

This insurance will support **You** in pursuing or defending **Your** legal rights following an **Insured Event**.

This is **Your** Employment Tribunal Protection and Health & Safety Prosecution Protection policy document and it provides evidence of the contract between **You** and the **Insurer**.

Please note that for a Claim to be considered and covered under this policy:

a. The start of the chain of **Events** which lead to the **Claim** must fall within the **Period of Insurance**, AND

b. The **Claim** must be reported to **Us** within the **Period of Insurance**, AND

c. Advice must have been sought from **Peninsula** and followed in accordance with the Condition Precedent

Your Important Information

If **You** need to seek advice from **Peninsula**, please call: **Peninsula** Advice Line: **0800 158 2313**
Claims Helpline: **0344 892 2779** (To Make a **Claim**, see Page 7 for full details)
Please remember: It is a condition precedent to the **Insurer's** liability under this policy that **You** seek and follow advice (see page 7).

How to Complain

If Your complaint is about the way a policy was sold to You

If **Your** complaint is about the way a policy was sold to **You**, please contact **Peninsula** who sold the policy to **You**.

If Your complaint is about Your Claim

We are committed to providing a high level of service, but if **You** believe that **We** have not delivered the service **You** expected from **Us**, please let **Us** know so that **We** can put things right. If **You** wish to make a complaint, please contact:

The Complaints Officer
Irwell Insurance Company Limited
2 Cheetham Hill Road
Manchester
M4 4FB
Email: complaints@irwell.co.uk
Telephone: **0344 892 0164**

We will contact **You** within 3 days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve **Your** complaint within 4 weeks. If it will take **Us** longer, **We** will explain why and let **You** know when **You** can expect **Our** final response.

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Referring your complaint to the Financial Ombudsman Service

If **You** are not happy with **Our** response to **Your** complaint, or **You** have not received a response within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service can review complaints from 'eligible complainants,' but **Your** complaint must be submitted to them within 6 months of receiving **Our** final response.

Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to **Your** satisfaction.

The service they provide is free and impartial.

You can contact the Financial Ombudsman Service using the following details:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 020 7964 1000
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

This complaints procedure does not affect **Your** legal rights.

Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet their obligations under this policy, **You** may be entitled to compensation from the Compensation Scheme.

Insurance Act 2015

This important new legislation includes clarification of the duties and remedies between **You** and **Us** in the following key areas:

- **Your** duty of fair presentation to **Us**.
- The remedies **We** have for non-disclosure, misrepresentation and fraudulent **Claims.**

This policy, unless modified or amended by endorsement, does not contract out of the Insurance Act 2015.

Any contracting out of the Insurance Act 2015 will be clearly identified and explained by specific endorsement. It is important that **You** should pay special attention to any such endorsement, which may apply depending on the trade or particular risks involved.

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Your Duty of Fair Presentation

We have relied on the information **You** have given **Us** in setting the terms and premium for this policy. **You** owe **Us** a duty of fair presentation under the Insurance Act 2015. To comply with this duty, it is very important that:

- **You** provide **Us** with all material information in a clear and accessible form, having made reasonable searches and enquiries of all information available to **You** (including information held by third parties, such as agents, service providers or anyone insured by the policy).
- the information **You** provide, including **Your** answers to any Statement of Fact and all other information **You** provide, is correct, complete and free of any misrepresentation.
- any statements of opinion, expectation or belief are made in good faith.

Your duty of fair presentation applies at commencement, renewal and whenever making any changes to **Your** policy.

If **You** breach **Your** duty of fair presentation, **You** may adversely affect **Your** policy and **Your** ability to make any **Claim**:

1. If **Your** breach is deliberate or reckless and **We** show that if **You** had complied with **Your** duty, **We** would not have entered this policy, or would only have done so on different terms, **We** will be entitled to treat this policy as if it had never existed, refuse to pay all **Claims**, reclaim any sums paid to **You** and need not return the premium paid.
2. If **Your** breach is neither deliberate nor reckless and **We** show that if **You** had complied with **Your** duty:
   a) **We** would not have entered this policy, **We** will be entitled to treat this policy as if it had never existed, refuse to pay all **Claims**, reclaim any sums paid to **You** and return the premium paid; or,
   b) **We** would only have entered this policy on different terms.

   We will be entitled to:

   I. treat this policy as if it had been entered into on those different terms.

   II. reduce any **Claim** in the same proportion as the premium actually charged bears to the higher premium that would have been charged.
3. **We** will write to **You** if **We** intend to treat **Your** policy as if it never existed or amend the terms of **Your** policy.

Notifying any changes during the policy period

Your failure to promptly notify **Us** of changes in the information **You** have provided may adversely affect **Your** policy or **Your** ability to make any **Claim**, in whole or part. **Claims** arising from or connected to a material change to **You** or **Your** business or the risks insured, as compared to the information **You** declared at the inception of this policy may be excluded unless covered by an express extension or endorsement to this policy.

If **You** become aware at any time during the **Period of Insurance** of material changes to the information **You** provided to **Us** (for example, due to new developments in **Your** business), **You** or **Your** insurance adviser must inform **Peninsula** as soon as reasonably practicable.

We will be entitled to revise the premium and/or the terms of this policy (retrospectively if appropriate), to reflect the material change and/or to exercise **Our** right to cancel this policy. If **You** are late in notifying **Us** of any inaccuracy or material change and **We** would have cancelled this policy if **You** had notified **Us** as soon as reasonably practicable, **We** will be entitled to treat this policy as if it had been cancelled by **Us** after **You** should have notified **Us**.

Once **We** have been notified of any material change, **We** will advise **You** if this affects **Your** policy. **You** will pay any additional premium due and confirm **Your** acceptance of any amended terms within thirty (30) days of being notified of such changes by **Us**. **We** may decide simply to note the change for the purpose of review prior to renewal.

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Your duties under the policy

The policy includes details of what **You** must do in order to comply with the terms on which **We** provide **Cover.** Each section includes details of **Your** duties applying to that specific section, including some duties which apply only to specific extensions of **Cover**. The General Conditions and General Exclusions (which appear after the sections) include duties which apply to more than one section.

You must take time to understand **Your** duties in relation to this policy. If **You** overlook or fail to comply with **Your** duties **You** may adversely affect **Your** policy or **Your** ability to make any **Claim**, in whole or part.

The "To Make a **Claim** Section" includes duties relating to the **Claim** process.

Definitions:

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

Claim	A request for indemnity Cover under the terms of this policy following an Insured Event.
Cover	There are four sections to this policy. Each section is directly related to their agreement with **Peninsula** and is as indicated in the **Schedule**.
Employee	A prospective, current or previous proprietor, director, partner, manager, officer, **Employee** or worker of the **Policyholder**.
Event	An incident, dispute or **Event**, or the first in a series thereof, arising at the same time or from the same originating cause.
Insured Event	An **Event** which leads to a successful **Claim** where such **Cover** has been confirmed in writing by the **Insurer**.
Insured Person	The **Policyholder** and, at **Your** request: **Your** directors, partners, managers and **Employees**.
Insurer	Irwell Insurance Company Limited registered in England and Wales, registration number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB.
Legal Claim	Legal proceedings brought in a court or tribunal, including the preliminary actions thereof (pre-action protocol and early-conciliation).
Limit of Indemnity	The limits specified in the **Schedule**.
Maximum Limit	The **Maximum Limit** of an Insurance **Claim** under Section 2 of this policy is the limit at the time of the **Claim** being made as set out by following legislation (as amended from time to time): 8.1 Section 124 of the Employment Rights Act 1996 in England, Wales and Scotland, 8.2 The Employment Rights (NI) Order 1996 in Northern Ireland, 8.3 and Employment (Jersey) Law 2003 and Discrimination (Jersey) Law 2013 in force in the Channel Islands.

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Peninsula	**Peninsula** Business Services Limited (Company Number 1702759) whose registered office is at The **Peninsula**, Victoria Place, Manchester, M4 4FB.
Period of Insurance	The period specified in the **Schedule** for which the **Insurer** has agreed to accept, and the **Policyholder** has paid or agreed to pay the premium and any subsequent **Period of Insurance** which may be agreed.
Policyholder	The person, firm or company specified in the **Schedule**.
Policyholder's Representative	The solicitors, accountants, adjusters, advocates, consultants, investigators or other suitably qualified person appointed by the **Insurer**, at such rates as agreed and confirmed by the **Insurer**, to act for the **Policyholder** or to act for such other persons insured under this policy in accordance with the conditions of this policy.
Professional Fees and Expenses	The costs, fees and disbursements reasonably and properly incurred by the **Policyholder's Representative** and authorised and approved by the **Insurer** in accordance with the conditions of this policy.
Reasonable Prospects of Success	In any case when **You** choose to appoint **Your** own Legal Representative, or for any appeal following an **Insured Event**, there must always be more than a 50% chance that **You** will: a. recover any losses or damages. b. successfully defend a **Legal Claim** or prosecution. c. succeed in reducing a sentence, penalty or a fine if **You** plead guilty in a criminal prosecution. d. succeed in enforcing a judgment or obtain a legal remedy which **We** have agreed to; or e. make a successful appeal or defence of an appeal. In all cases **We** or a suitably qualified expert acting on **Our** behalf will assess whether **Reasonable Prospects of Success** exist. This assessment will also take into account whether a reasonable person would wish to pursue such an **Event**/**Insured Event** if this insurance was not in force.
Schedule	The **Schedule** to this policy which further outlines the terms and limits.
Standard Representative's Terms of Appointment	A separate agreement, available on request, that **We** require the **Policyholder's Representative** to enter into with **Us**. This agreement sets out the **Policyholder's Representative's** responsibilities and the amounts **We** will pay the **Policyholder**'s **Representative** in respect of any **Claim** under this policy.
Territorial Limit	United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
We / Us / Our	The **Insurer.**
You / Your	The **Policyholder.**

In this policy:

1. Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time.
2. Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.
3. If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.
4. The headings in this policy are for reference only and shall not be considered when determining the meaning of this policy.

In consideration of the **Policyholder** having paid or agreed to pay the premium shown in the **Schedule**:

The **Insurer** shall, subject to the **Limit of Indemnity** and in accordance with those sections of the **Cover** stated in the **Schedule** to be operative, indemnify the **Policyholder** (or an **Insured Person**) in respect of any **Insured Event** arising out of the **Policyholder's** normal business activities as stated in the **Schedule** which occurred within the **Territorial Limit** and which was notified to the **Insurer** within the **Period of Insurance** and in respect of which any legal proceedings are conducted within the **Territorial Limit**.

To make a claim

Condition Precedent

This policy is intended to provide **You** with **Cover** in respect of advice that **You** have taken and followed from **Peninsula**.

It is a condition precedent to the **Insurer's** liability under this policy that **You**:

1. Seek advice from **Peninsula** before the relevant **Event** wherever applicable, or otherwise as soon as the **Event** becomes known and before **You** take any action in relation to the **Event**.
2. Follow the advice given by **Peninsula**.
3. Continue to seek advice, and follow that advice, from **Peninsula** until matters arising from the **Event** have been fully concluded.

What this means for You:

Peninsula must be contacted by **You** for advice on all **Your** HR and people situations from the outset and where possible before any incident, issue or dispute or **Event** with one of **Your Employees** arises (including H&S, Civil and Criminal matters).

You must take and follow the advice of **Peninsula** throughout the course of the matter. **We** will not treat the dispute as an **Insured Event** unless **You** have sought and followed **Peninsula's** advice at all material times. For the avoidance of doubt, if **You** have acted without advice or omitted to do something that **Peninsula** would have advised **You** to do had **You** contacted them for advice, the matter will not be considered an **Insured Event**.

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Please call **Peninsula** on 0800 158 2313 to discuss all HR or people situations before taking any action.

If **You** do not, **We** may not pay **Your Claim** or the amount **We** pay may be reduced.

If **You** need to make a **Claim**, **You** must notify **Peninsula** as soon as possible, using the contact details below:

By Telephone: **0344 892 2779**

By Email: **LegalNewWork@peninsula-uk.com**

By Post: **Peninsula** Business Services Limited,
Legal Services Department,
Victoria Place,
Manchester,
M4 4FB

Your supporting documentation can be submitted to **Peninsula** by email or post using the details shown above.

1. Under no circumstance should **You** instruct **Your** own solicitor, accountant or representative as the **Insurer** will not pay any costs incurred without their prior written agreement.
2. Under no circumstances should **You** admit liability to the third party without the consent of **Us**, or the appointed **Policyholder's Representative.**
3. If **You** have notified **Peninsula** of **Your Claim** by email, **You** will be sent a written acknowledgement and they will let **You** know if any more information is required.
4. Once all relevant information has been received **Your Claim** will be passed to the **Insurer** who will assess the availability of **Cover** under the policy.
5. Once **Your Claim** assessment is completed the **Insurer** will contact **You** in writing, either:
   a. Confirming **Cover** under the terms of **Your** policy and advising **You** of next steps to progress **Your Claim**, or
   b. Setting out reasons why **We** will not cover the **Claim**.

General Conditions:

Each section of the policy contains conditions and must be read in conjunction with the following General Conditions which apply to all sections unless otherwise stated.

An **Insured Person** must keep to these conditions as failure to do so may lead to **Us** refusing a **Claim**, withdrawing funding from a **Claim**, or cancelling this insurance (please refer to General Condition 10).

1. An Insured Person's Obligations

An **Insured Person** must:

1.1. Keep and adhere to the terms and conditions of this policy.
1.2. Take all reasonable precautions to prevent or minimise the risk of a **Claim** occurring under this policy and to avoid incurring any unnecessary costs; and
1.3. Supply **Us** with honest and accurate information when asked to do so.

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2. Appointment of the Policyholder's Representative

2.1. If **We** accept an **Insured Person's Claim** against this policy, **We** will appoint the **Policyholder's Representative**.

2.2. **We** will always choose the **Policyholder's Representative** to act on the **Insured Person's** behalf in any **Legal Claim** where **We** are liable to pay a compensation award (this means **We** will always have sole discretion over the **Policyholder's Representative** for any **Claim** arising under Section 2).

2.3. If a conflict of interest arises (where the chosen **Policyholder's Representative** cannot act for the **Insured Person** as to do so would breach their professional code of conduct) then **You** are free to nominate a law firm or suitably qualified representative to act as the **Policyholder's Representative**.

2.4. Once legal proceedings are issued the **Insured Person** may request to appoint their own legal representative. **You** are free to nominate a law firm or suitably qualified representative to act as the **Policyholder's Representative** (for matters excluding those under Section 2) subject to:

2.4.1. **You** informing **Us** in advance and receiving **Our** acknowledgement prior to **Your** instruction to them; and,

2.4.2. there being **Reasonable Prospects of Success**.

2.5. Any law firm or suitably qualified representative nominated by an **Insured Person** must agree to represent the **Insured Person** in accordance with **Our** Standard Representative Terms of Appointment (which are available on request) and the most **We** will pay is no more than the amount **We** would have paid to **Our** own choice of **Policyholder's Representative**.

3. Conduct of the Claim

An **Insured Person** must:

3.1. Co-operate fully with **Us** and the **Policyholder's Representative** and provide any relevant information, documentation, and evidence in connection with a **Claim** when asked to do so; and

3.2. Keep **Us** and the **Policyholder's Representative** fully informed of any developments and instruct the **Policyholder's Representative** to provide **Us** with any information **We** ask for.

An **Insured Person** must not:

3.3. Act in a way which obstructs **Us** or the **Policyholder's Representative** or hinders the progress of a **Claim**; and incur any **Professional Fees and Expenses** or any other costs or amounts without **Our** consent.

We can:

3.4. Contact the **Policyholder's Representative** at any time and have access to all documents, information, and evidence regarding an **Insured Person's Claim**.

3.5. Withdraw funding for a **Claim** and pursue an **Insured Person** to recover **Professional Fees and Expenses** or other costs or amounts already paid, if the **Insured Person** pursues or withdraws from that **Legal Claim** without **Our** consent or fails to pass on any instructions to the **Policyholder's Representative**.

3.6. Withdraw funding for a **Claim** if an **Insured Person** dismisses the **Policyholder's Representative** without **Our** consent and there is no valid cause to do so, or if the **Policyholder's Representative** refuses to continue acting for an **Insured Person** with **Our** consent and there is valid cause to do so.

4. Claims Settlement

4.1. An **Insured Person** must tell **Us** immediately when an offer to settle a **Legal Claim** is received and must not enter negotiations to settle a **Legal Claim** without **Our** prior consent.

4.2. If an **Insured Person** refuses a fair and reasonable offer to settle a **Legal Claim**, **We** will be entitled to withdraw funding for that **Claim** and **We** will pay no further **Professional Fees and Expenses** or other costs or amounts.

4.3. At **Our** discretion, **We** may decide to settle a **Legal Claim** by paying **You** the reasonable value of that **Claim** instead of pursuing, defending, or continuing with any action in court. In such cases **We** may decide to pursue the other party for the amount **We** have paid to **an Insured Person and the Insured Person** must allow **Us** to take over and continue the **Claim** in their name and provide **Us** with any information in support of this action.

5. Costs Recovery and Assessment of Costs

An **Insured Person** must:

5.1. Take all reasonable steps to recover **Professional Fees and Expenses** or other costs or amounts and pay such sums recovered to **Us**.

5.2. Tell the **Policyholder's Representative** to have **Professional Fees and Expenses** taxed, assessed, and audited if **We** ask for this. If it is established that **Professional Fees and Expenses** or any other costs have been billed which have not been agreed by **Us**, **We** reserve the right to refuse to pay these unauthorised costs.

6. Appealing the outcome of a Claim

6.1. Appeals regarding the outcome of an **Insured Event**, either made by or against an **Insured Person**, must be notified to **Us** as soon as possible and, in any event, at least 10 days before the deadline of any appeal.

6.2. **Reasonable Prospects of Success** must be present in order for an appeal to be considered.

7. Other insurance and apportionment of costs

7.1. If any **Professional Fees and Expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy or would have been covered if this insurance did not exist, **We** will only pay **Our** share of these costs.

8. Disputes with Us

8.1. If there is a dispute between an **Insured Person** and **Us** over this policy, which cannot be resolved through **Our** internal complaints handling process, the **Insured Person** is entitled to seek a resolution through the Financial Ombudsman Service as long as **You** are eligible to complain.

8.2. Where the Financial Ombudsman Service cannot deal with that complaint, the dispute may be referred to arbitration where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding, and the arbitrator may require the **Insured Person** or **Us** to pay the costs.

8.3. The arbitrator will be chosen jointly by the **Insured Person** and **Us**. If **We** are not able to agree on the appointment of the arbitrator with the **Insured Person**, the President of the Chartered Institute of Arbitrators will decide.

8.4. Nothing in this clause shall limit **Your** right to pursue legal action against **Us**.

9. Your Cancellation Rights

Cooling-off period

You can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **Your** policy documents, whichever is later.

If **You** wish to exercise this right, **You** must notify the person who sold **You** this insurance. **You** will be entitled to a full refund of premium paid as long as an **Insured Person** has not made a **Claim** under this insurance.

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Outside the cooling-off period

You can cancel this insurance at any other time, subject to providing the person who sold **You** this insurance with 7 days' notice. **You** will be entitled to a pro-rata refund of premium as long as an **Insured Person** has not made a **Claim** under this insurance during the current **Period of Insurance**.

In the event of cancellation, the person who sold **You** this insurance may apply an administration charge.

10. Our Cancellation Rights

General

We can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **You** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

10.1. An **Insured Person** has failed to co-operate with **Us**, or the **Policyholder's Representative** and this failure has significantly hindered **Our** ability to deal with a **Claim** or administer this insurance; and/or

10.2. A premium payment is due, or a costs recovery is still outstanding by the end of the final deadline notified to an **Insured Person**.

11. Fraudulent or dishonest Claims

If **We** have evidence that an **Insured Person** has made a fraudulent, dishonest, or exaggerated **Claim**, or have deliberately misled **Us** or the **Policyholder's Representative** when presenting relevant information in support of a **Claim**, **We** reserve the right to cancel this insurance from the date of the alleged **Claim** or misrepresentation and recover from the **Insured Person** any **Professional Fees and Expenses** or other costs or amounts already paid in respect of that **Claim** which **We** otherwise would not have paid. **We** will also not refund any premium paid by **You**.

12. Persons involved in this contract of insurance.

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

13. Choice of law, jurisdiction and Acts of Parliament

13.1. Unless otherwise agreed by **Us** in writing, this insurance is governed by the laws of England and Wales.

13.2. Any dispute arising in relation to this insurance will be determined exclusively by the courts of England and Wales.

13.3. Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include, where applicable, equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

14. Fraud and fraud prevention agencies

If fraudulent activity or false or inaccurate information is identified, **We** may, at **Our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

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Section 1

Legal costs and expenses incurred in disputes with employees

Professional Fees and Expenses incurred by the Policyholder in respect of the Insured Event in:

1. Defending civil or criminal proceedings.
2. Appealing or defending an appeal against judgment, conviction or sentence by the relevant Tribunal or Court.

As a result of

1. An **Employee**, trade union or any other person or organisation who brings against the **Policyholder**:
   - 1.1. a complaint before an Employment Tribunal, Employment Appeal Tribunal (Rights Commissioner, Equality Service, Labour Court or Employment Appeal Tribunal or such equivalent Tribunal or body in the Channel Islands) or a **Legal Claim** in the High Court or County Court in relation to any contractual issue or statutory right; or
   - 1.2. criminal proceedings in relation to discrimination legislation; or
   - 1.3. an application before the Central Arbitration Committee for trade union recognition.

Exclusions:

The **Insurer** shall not be liable for any **Claim** for indemnity in respect of, or arising from, or relating to:

1. A **Legal Claim** against the **Policyholder** in respect of damages for personal injuries to the claimant and/or loss of or damage to his property.
2. Any **Event** deliberately or intentionally caused by an **Insured Person**.

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When to seek Advice:

This is a non-exhaustive list designed to guide **You** as to when to seek Advice:

Nature of case	When to seek advice from Peninsula
Conduct Or Capability, competence or qualifications. Or Some other substantial reason/ grounds (SOSR).	**Immediately upon becoming aware of the alleged, suspected or actual conduct, capability or SOSR concern/Event. That being when it is first identified by You, brought to Your attention or from when You reasonably ought to have known about it. For example, immediately after becoming aware of it, whether that is by seeing it first-hand or having it reported to You in any other way.** **You** must not contact the **Employee** regarding the concern, investigate, suspend, discipline or dismiss the **Employee** without seeking (and following) advice from **Peninsula** beforehand. It is important that such matters of this nature are addressed without delay, therefore require that **You** contact **Peninsula** via their 24/7 helpline for advice and guidance as to how to approach and navigate the situation from the outset of the **Event**/start of the chain of **Events**. This will almost exclusively be at a stage which is in advance of any **Legal Claim**. If **You** fail to seek and/or follow **Peninsula's** advice **Your Cover** will be declined.
Redundancy	**Immediately, meaning at the business consideration stage. In all cases this must be in before consulting with or notifying Employees about any potential or actual redundancy situation.** A fair redundancy process requires that **You** consult with employees; there are various legal requirements which **Peninsula** will guide you through. If **You** fail to seek and/or follow **Peninsula**'s advice at the planning stage and prior to consultation (or fail to consult with **Employees**) **Your Claim** for insurance **Cover** will be declined.
Statutory ban (contravention of a duty or restriction imposed under an enactment/illegality of **Employee's** work) (i.e., an **Employee** can no longer complete their duties due to a ban or other legal restriction, e.g., driving ban)	**Immediately upon becoming aware of the actual, alleged or suspected statutory ban. That being when it is first identified by You or brought to Your attention in any way.** **You** must not contact the **Employee** regarding the concern, investigate, suspend, discipline or dismiss the **Employee** without seeking (and following) advice from **Peninsula** beforehand. It is important that such matters of this nature are addressed without delay, therefore require that **You** contact **Peninsula** via their 24/7 helpline for advice and guidance as to how to approach and navigate the situation from the outset of the **Event**/start of the chain of **Events**. This will almost exclusively be at a stage which is in advance of any **Legal Claim**. If **You** fail to seek and/or follow **Peninsula**'s advice **Your Cover** will be declined.
Events leading to Constructive Dismissal (i.e., the **Employee** resigns claiming the employer's actions entitle them to treat themselves as dismissed.)	**Immediately, upon becoming aware of any Event or concern which could reasonably escalate (or has) into a constructive dismissal claim.** For example, **You** must immediately seek **Peninsula**'s advice in the event of an informal or formal complaint/grievance (whether verbally or in writing) before taking any action in relation to it. Please note that concerns/**Event**(s) relating to Constructive Dismissal may come to **Your** attention in a range of ways, including, but not limited to, first-hand accounts, third parties/regulatory bodies or other **Employees**. Please note that **Your** action or failure to act may be the cause of the constructive dismissal **Claim**, therefore it is imperative that **You** seek independent advice from **Peninsula** at the first and earliest opportunity, so they may guide **You** on the appropriate steps to take. If **You** fail to seek and/or follow **Peninsula**'s advice **Your Cover** will be declined.

When to seek Advice:

This is a non-exhaustive list designed to guide **You** as to when to seek Advice:

Nature of case	When to seek advice from Peninsula
Central Arbitration Committee	**Immediately upon receiving a request from a trade union for access, recognition, or any communication which may lead to proceedings before the Central Arbitration Committee (CAC), You must contact Peninsula for advice. Strict statutory time limits apply and delay may prejudice Your position and Your Cover.** Notification must be made immediately upon receipt of the relevant request or communication and before any substantive response is provided. **You** must therefore contact **Peninsula** via their 24/7 helpline for advice and guidance as soon as the request is received. If **You** fail to seek and/or follow **Peninsula**'s advice, **Your Cover** will be declined.

Section 2

Compensation and damages for dismissal and/or discrimination of employees

What is covered

Where **We** have accepted a **Claim** under Section 1 above, basic awards (other than redundancy payments) and compensatory awards payable by the **Policyholder** to an **Employee** determined by an Employment Tribunal (or recommended by a Rights Commissioner or Equality Officer or by arbitration) for:

1. Unfair Dismissal under Section 98 of the Employment Rights Act 1996 (excluding Automatic Unfair Dismissal); and
2. Unlawful Discrimination (excluding Direct Discrimination under Section 13 of the Equality Act 2010)

In the event of

An **Employee** who brings a complaint against the **Policyholder** at an:

1. Employment Tribunal arising out of the Trade Union & Labour Relations (Consolidated) Act 1992, the Employment Rights Act 1996, the Employment Relations Act 1999, the Employment Act 2002, the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Equality Act 2010, or
2. Employment Tribunal arising out of The Employment Rights (Northern Ireland) Order 1996 or Employment Equality Act 2010 in Northern Ireland or Employment (Jersey) Law 2003 in the Channel Islands.

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In respect of:

a. Unfair Dismissal

We will only cover awards for findings of unfair dismissal where **Peninsula** has advised there is a potentially fair reason for that dismissal, these being:

- conduct,
- capability (including competence) or qualifications,
- redundancy,
- statutory ban (contravention of a duty or restriction imposed under an enactment/illegality of **Employee's** work) and
- some other substantial reason or grounds.

b. Unlawful Discrimination

We will only cover awards for findings of unlawful discrimination on the grounds of race, colour, ethnic or national origin, religious belief and religion or belief, political opinion or affiliation, sex, marriage and civil partnership, pregnancy and maternity, sexual orientation, gender reassignment, disability, membership of a travelling community and age.

Exclusions:

The **Insurer** shall not be liable for any **Claim** for indemnity in respect of, or arising from, or relating to:

1. Arrears of contractual payments.
2. Any redundancy payments.
3. Any payments connected with the assertion of statutory rights.
4. Any dismissal that is found to be automatically unfair, or that does not comply with the potentially fair reasons for dismissal as defined above.
5. Any finding of dismissal or award of compensation or costs made by a Court or Tribunal in a **Legal Claim** or **Claims** for direct discrimination pursuant to section 13 of the Equality Act 2010 or harassment pursuant to section 26 of the Equality Act 2010 or victimisation pursuant to section 27 of the Equality Act 2010.
6. The breach of a fixed-term contract by the **Policyholder**.
7. Protective awards under the Trade Union and Labour Relations (Consolidation) Act 1992 and protective awards under the Transfer of Undertakings (Protection of Employment) Regulations 2006.
8. Any additional award for non-compliance with a reinstatement or re-engagement order, or any increase in compensation resulting out of such non-compliance.
9. Interim relief or any awards for action short of dismissal.
10. Trade Union activities, Trade Union membership and non-membership.
11. Any **Event** deliberately or intentionally caused by an **Insured Person.**

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When to seek advice:

This is a non-exhaustive list designed to guide **You** as to when to seek advice:

Nature of case	When to seek advice from Peninsula
For matters relating to Unfair Dismissal	See Section 1 Guidance 'When to seek advice from Peninsula' above.
Discrimination	**Immediately upon becoming aware of the alleged, actual or suspected discriminatory act(s). That being when it is first identified by You or brought to Your attention in any way.** **You** must not contact the **Employee** regarding the concern, investigate, suspend, discipline or dismiss the **Employee** without seeking (and following) advice from **Peninsula** beforehand. It is important that such matters of this nature are addressed without delay, therefore require that **You** contact **Peninsula** via their 24/7 helpline for advice and guidance as to how to approach and navigate the situation from the outset of the **Event**/start of the chain of **Events**. This will almost exclusively be at a stage which is in advance of any **Legal Claim**. If **You** fail to seek and/or follow **Peninsula's** advice **Your Cover** will be declined.

Section 3

Criminal proceedings defence cover - employers

What is covered

Professional Fees and Expenses and, where applicable, opponent's costs incurred by the **Policyholder** in respect of the I**nsured Event** in:

1.1. defending criminal proceedings; and/or

1.2. appealing or defending an appeal against:

- conviction, or sentence resulting from such proceedings,
- the imposition or terms of a notice specified in connection with the **Insured Event**.

Arising from

Any act or omission that leads to:

1.1 The prosecution in a Court of Criminal Jurisdiction of the **Policyholder**.

1.2 The serving of an Improvement Notice or Prohibition Order on the **Policyholder**, or any proceedings brought under Health and Safety legislation, the serving of an Enforcement, Deregistration (Transfer) Prohibition, Information Notice or Refusal/Withdrawal of Registration Notice under Data Protection legislation.

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Proviso:

The **Territorial Limit** in relation to proceedings under Health and Safety legislation will be limited to any place where the legislation applies.

Exclusions:

The **Insurer** shall not be liable for any **Claim** for indemnity in respect of, arising from, or relating to:

1. Any prosecutions which are deliberately or intentionally solicited by the **Policyholder** or any **Employee**.
2. Any offences or alleged offences involving dishonesty or intentional violence to another.
3. Any prosecutions or alleged prosecutions arising out of the use of a motor vehicle.
4. Any prosecutions involving or alleging an offence or offences deliberately or intentionally committed by the **Policyholder** or any **Employee**.
5. Any penalties or fines imposed by a Court.

When to seek Advice:

This is a non-exhaustive list designed to guide **You** as to when to seek advice:

Nature of case	When to seek advice from Peninsula
H&S/Criminal	**Immediately upon becoming aware of any notification, inspection, Improvement Notice or Prohibition Notice, including any correspondence from the Coroner's office.**

Section 4

Criminal and civil proceedings defence cover - employees

What is covered

Professional Fees and Expenses incurred by an **Insured Person** in respect of the **Insured Event** in:

1.1. defending criminal and civil proceedings; and/or

1.2. appealing or defending an appeal against:

1.2.1. conviction, or sentence resulting from such proceedings,

1.2.2. the imposition or terms of a notice specified in the **Insured Event** above.

Arising from

1. Any act or omission or alleged act or omission of an **Employee** arising out of or in the course of his/her employment with the **Policyholder** or as a trustee of a pension fund set up for the benefit of the **Policyholder's Employees** which leads to:

1.1 a prosecution in a Court of Criminal Jurisdiction.

1.2 civil proceedings being taken against an **Employee** for any act of sex or race discrimination, discrimination in relation to sexual orientation, gender, marital status, family status, religious belief, political opinion, disability, membership of a travelling community, age, or any other form of discrimination.

1.3 a **Legal Claim** for compensation for an alleged breach of the Data Protection Act 2018 and any appeal against the issue of an Enforcement or Prohibition Notice.

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1.4 proceedings brought against an **Employee** under Health and Safety legislation or an Enforcement, Deregistration (Transfer) Prohibition, Information Notice or a Refusal/ Withdrawal of Registration Notice under Data Protection legislation; or

1.5 civil proceedings being taken against the person firm or company insured under this policy as a trustee of a pension fund.

Proviso:

The **Territorial Limit** in relation to proceedings under Health and Safety legislation will be limited to any place where the legislation applies.

Exclusions:

The **Insurer** shall not be liable for any **Claim** for indemnity in respect of, arising from, or relating to:

1. Any prosecutions which are deliberately or intentionally solicited by an **Employee**.
2. Any offences or alleged offences involving dishonesty or intentional violence to another.
3. Any prosecutions or alleged prosecutions arising out of the use of a motor vehicle.
4. Any prosecutions involving or alleging an offence or offences deliberately or intentionally committed by an **Employee**.
5. Any **Claim** for compensation for alleged breach of the Data Protection Act 2018 where the **Policyholder** was not registered with the Information Commissioner's Office (or equivalent) as a data controller before the breach or alleged breach occurred.
6. Any penalties or fines imposed by a Court.

When to seek advice:

This is a non-exhaustive list designed to guide **You** as to when to seek advice:

Nature of case	When to seek advice from Peninsula
Employment related **Claims** and disputes with **Employees**	**Please see section 1 & 2 'When to seek advice from Peninsula'**
H&S/Criminal	**Please see section 3 'When to seek advice from Peninsula'**

Exclusions applicable to all sections of the policy

This policy does not cover:

1. Claims arising before this insurance started.

Any **Event** or dispute which an **Insured Person** was aware of, or should reasonably have been aware of, which could give rise to a **Claim** under this insurance and existed or happened before this insurance first started.

2. Costs incurred and legal actions We have not authorised.

Any **Professional Fees and Expenses** or other costs incurred:

2.1. Before **We** have accepted a **Claim**; and/or
2.2. Which **We** have not authorised in advance.
2.3. Any action taken by an **Insured Person** which **We** or the **Policyholder's Representative** have not agreed to.

3. Value Added Tax

The **Insurer** will not make payments of value added tax (or equivalent goods and services tax which may be required by law to be paid in the Channel Islands) on any costs, fees, disbursements or expenses unless not recoverable by the **Policyholder**. Such value added tax will be paid directly by the **Policyholder**, where appropriate, to the **Policyholder's Representative**.

4. Fines and court awards

4.1. Fines, compensation (other than amounts under Section 2), damages or penalties awarded against an **Insured Person**.
4.2. Any costs an **Insured Person** is ordered to pay by a court of criminal jurisdiction.

5. Wilful acts

Any **Legal Claim** resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an **Insured Person**.

6. Judicial Review and challenges to legislation

6.1. Judicial Review (reviewing the way a decision has been made by a government authority, local authority, or other public body) of, coroner's inquests or Fatal Accident Inquiries.
6.2. Any challenges to current or proposed legislation.

7. Disputes with Us or the Policyholder's Representative

Any **Legal Claim** made against **Us** or the **Policyholder's Representative** (please also refer to General Condition 8).

8. Intra-business disputes

8.1. Any **Legal Claim** relating to disputes between **You** (acting in **Your** capacity as the business, partnership or individual named in the **Schedule** who has purchased this insurance) and any of **Your** subsidiary, associated or parent companies.
8.2. Any dispute between shareholders, directors, or partners in **Your** business.

9. Franchise or agency rights

Any **Legal Claim** relating to disputes over franchise rights or agency rights.

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10. Intellectual Property

Any **Legal Claim** relating to patents, copyrights, passing-off, trade or service marks, intellectual property, registered designs, secrecy, and confidential information.

11. Libel and slander

11.1. Any **Claim** relating to something said or written:

a) About an **Insured Person** which may damage the **Insured Person**'s reputation.

b) By an **Insured Person** which may damage another person's reputation.

12. Liquidation and insolvency

Any **Claim** where either at the commencement of or during that **Claim**, **You** have entered into liquidation, receivership, administration, become insolvent, are declared bankrupt or file for bankruptcy, or enter into a voluntary arrangement or deed of arrangement.

13. War, terrorism, radioactive contamination, and pressure waves

Any **Claim** resulting directly or indirectly from or in connection with:

13.1. War, terrorism, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military, or usurped power.
13.2. Ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel.
13.3. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
13.4. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

Important Information

The insurance provided by this policy is underwritten by Irwell Insurance Company Limited who are registered in England and Wales, 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. PRA Registration No. 202897.

Use of Your Information by Irwell Insurance Company Limited

Irwell Insurance Company Limited (the Data Controller) is committed to protecting **Your** privacy in accordance with the current Data Protection Legislation as per the terms set out in the General Data Protection Regulations 2016 (GDPR) and the Data Protection Act 2018 (DPA). This fair processing notice sets out the details of the information that **We** may collect from **You**, as well as the ways in which **We** may process data relating to **You** and **Your** company. This notice should be read in conjunction with **Our** product terms and conditions. The specific company also acting as a data controller of **Your** personal information will be listed in the policy documentation **We** provide to **You**.

Irwell Insurance Company Limited may process Personal Data in order to arrange **Your** insurance **Cover** (including renewals and **Claims**), to comply with a legal requirement, to administer accounts, for research and statistical purposes, to provide customer service, to perform credit checks, to engage in fraud prevention and market **Our** products and services and any other related purposes which may include underwriting decisions made via automated means. In addition, **We** may use it for the purposes more particularly described below.

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Who is Irwell Insurance?

Irwell Insurance Company Limited is an insurance company based in the UK. **We** offer insurance to limited companies, sole traders, partnerships, and individuals for the purpose of insuring **You**.

What personal information do we collect and use?

For the provision of **Our** products in some circumstances, **We** may need to obtain and process more sensitive personal information about **You** and **Your** company, such as information relating to health, criminal convictions, or civil offence data. **We** may also process other sensitive personal information including details of **Your** race; ethnicity; religious or philosophical beliefs; political opinions; trade union membership; genetic or biometric data; or data concerning **Your** sex life or sexual orientation if relevant to **Your** policy or **Claim**.

This information once gathered may form part of the underwriting of the policy or form part of the **Claims** handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a **Claim**. Any such data will only be used for the specific purposes set out in **Our** notice.

How long will we keep your data for?

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases, the retention period will be for a period of ten years following the expiry of the insurance contract, the closure of **Your Claim**, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

Will your data leave the EEA?

We may store, process or transfer information **We** collect about **You** to destinations outside of the European Economic Area ("EEA"). Where this happens, **We** ensure that **Your** information is treated securely using appropriate safeguards. For example, **We** would protect any transfer of data to another party with standard contractual clauses (SCC's) built in as part of the contractual obligations in accordance with GDPR legislation.

If **You** have any concerns about the way in which **Your** data is being handled by **Us**, please get in touch:

The Data Protection Officer

Irwell Insurance Company Limited

2 Cheetham Hill Road, Manchester, M4 4FB

Telephone: **0344 892 0118**

Email: **data.protection@irwell.co.uk**

Alternatively, **You** may complain to the Information Commissioner's Office:

ICO, Wycliffe House, Water Lane, Wilmslow, SK9 5AF

Telephone: **0303 123 1113**

Web Site: **https://ico.org.uk**

IRWELL INSURANCE COMPANY LIMITED

Irwell Insurance Company Limited, 2 Cheetham Hill Road, Manchester, M4 4FB

EMPLOYMENT TRIBUNAL PROTECTION AND HEALTH & SAFETY PROSECUTION PROTECTION POLICY SCHEDULE (The Schedule)

This **Schedule** is referred to in the policy and is subject in all respects to the terms of the policy.

Policy No. **Policyholder**:		
Address:		
Period of Insurance:	From:	To:

Limit of Indemnity:

1. £200,000 per **Insured Event** relating to Sections 1-4 or **Insured Event** linked by time and cause (except that a single **Claim** under Section 2 of the policy is limited as defined)
2. £2,000,000 in respect of all **Claims** and prosecutions notified to and accepted by the **Insurer** during the **Period of Insurance**.

Operative Sections for the policy

The sections of the policy reflect **Your** agreement with **Peninsula** as follows: -

1. The **Policyholder** who has an agreement with **Peninsula** for Employment Services only is covered by Section 1 and 2 of this policy but not further or otherwise.
2. The **Policyholder** who has an agreement with **Peninsula** for Health and Safety Services only is covered by Section 3 and 4 of this policy but not further or otherwise.
3. The **Policyholder** who has an agreement with **Peninsula** for Combined Services of Employment Services and Health and Safety Services is covered by Section 1-4 of this policy.
4. The **Policyholder** who has an agreement with **Peninsula** for advice and Insurance is covered by Section 1-4 of this policy.

Total annual premium payable	
Inclusive of IPT of	
Signed on behalf of the **Insurer**.	

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