

IRWELL INSURANCE COMPANY LIMITED
LEGAL EXPENSES INSURANCE POLICY
EMPLOYMENT LEGAL PROTECTION

Employment Legal Protection

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Contract of Insurance

Introduction

Thank you for purchasing Employment Legal Protection Insurance from Irwell Insurance.

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

This is **Your** Employment Legal Protection policy document and it provides evidence of the contract between **You** and the **Insurer**.

This document forms part of **Your** policy, along with **Your Schedule**, any **Endorsements** and, where applicable, a completed proposal form. Together these documents will give **You** full details of **Your** cover and the obligations between **You** and the **Insurer**.

Please carefully read all documents and contact the person who sold **You** this insurance if **You** have any queries or if any information is missing, incorrect or needs to be changed.

Whenever **You** provide information to **Us** or make changes to this policy, **You** must take reasonable care when answering any questions **We** ask by ensuring that all information is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will void this policy, which means that **We** will treat it as if it had never existed and refuse all claims. **We** will not return the **Premium** paid by **You**.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim, depending on what **We** would have done if **You** had not provided false or misleading information.

If **We** would not have provided **You** with any cover **We** will have the option to void the policy which means that **We** will treat it as if it had never existed and repay the **Premium** paid, and recover from **You** any amount **We** have already paid for any claims including costs or expenses **We** have incurred.

If **We** would have applied different terms to the cover **We** will have the option to treat this policy as if those terms apply and/or reduce proportionately the amount paid or payable on any claim, with **Our** proportion of the liability being calculated by comparing the amount of **Premium** paid as a percentage of the **Premium** **You** would have paid had **You** made a fair presentation. Alternatively, **We** might cancel **Your** policy in accordance with General Condition 11 below.

Please keep all documents in a safe place in the event **You** need to refer to its terms and conditions.

Our obligation to you

In return for **You** paying or agreeing to pay the **Premium** shown in **Your Schedule** and subject to the terms, exclusions, limits and conditions of this insurance and any endorsements, **We** will provide the cover detailed in the “Policy Cover” section of this policy below.

Provided that:

- (i) The **Insured Incident** is within the **Territorial Limit**; and
- (ii) The action following an **Insured Incident** always has **Reasonable Prospects of Success** which must be present throughout the duration of the action.

In no circumstances will **Our** liability to **You** exceed the **Limit of Indemnity** detailed in **Your Schedule**.

Making a Claim

To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure

To register a claim please contact Irwell Insurance Company Limited at:

2 Cheetham Hill Road
Manchester
M4 4FB

claims@irwell.co.uk

Telephone Number: 0344 892 0117

Helpline Service

You have access to the Helpline Service shown below. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

If **You** need to use the Helpline Service, please have ready **Your** policy number or the name of the organisation who sold **You** this insurance.

To help **Us** monitor and improve service standards, all calls are recorded.

Irwell Law Helpline

Provides **You** with confidential telephone legal advice on employment legal matters subject to the laws of England and Wales.

To use the Irwell Law Helpline, please call **0161 830 2407**.

The Irwell Law Helpline operates Monday to Friday, 9am to 5pm.

Please note the legal advice helpline is not intended to replace the services of a solicitor, but rather to assist **You** to identify the legal issues at hand, consider **Your** legal rights and what courses of action are available to **You** and whether **You** need to consult a solicitor. The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of

documentation or specific legislation. General advice may be limited to signposting and referring **You** to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering policy cover under this insurance.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a claim. Please refer to the **How to make a claim** section described below.

We cannot be held responsible if any of the Helpline Service become unavailable for reasons outside of **Our** control.

How to Complain

If your complaint is about the way a policy was sold to you

If **You** complaint is about the way a policy was sold to **You**, please contact the insurance intermediary 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: info@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.

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

Tel: 020 7964 1000
Fax: 0207 964 1001

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

How do I cancel this insurance policy?

Your insurance policy is an annual policy. **You** can cancel this policy within 14 days from inception. If **You** contact **Your** broker within this time no charge will be made, and **We** will refund any premium already paid subject to no claims having been made under this policy. 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 and subject to no claims having been made under this policy.

Contact Us:

Telephone: 0344 092 0118

Email: info@irwell.co.uk

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 Regulatory Authority and is authorised and regulated by the Financial Conduct 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** products 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.

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 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.

Definitions

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

Each Section of the Policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

Adviser's Costs and Expenses

- a) Reasonable and necessary costs, fees, and disbursements chargeable by the **Appointed Adviser** which have been agreed by **Us** in accordance with **Our Standard Adviser's Terms of Appointment**.
- b) Costs and disbursements incurred by the other party in civil cases if **You** are ordered to pay them or pay them with **Our** agreement.

Appointed Adviser

The law firm, accountant or other suitably qualified person appointed by **Us** to act on **Your** behalf, under the terms and conditions of this insurance and in accordance with **Our Standard Adviser's Terms of Appointment**.

Business Activity

The activities carried out by **You**, as shown in **Your** schedule.

Employee

Any prospective, current or former individual contracted to work for **You** under a permanent full or permanent part time contract of employment or apprenticeship or an individual who works under **Your** supervision.

Insured Incident

An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where **We** have agreed to provide cover under the terms and conditions of this insurance.

Insurer

Irwell Insurance Company Limited

Limit of Indemnity

The most **We** will pay (including any subsequent appeal agreed by **Us**) is:

- a) £50,000 for any one **Insured Incident**;
- b) £1,000,000 in aggregate for any one **Period of Insurance**.

Period of Insurance

The period of time covered by this policy as shown in **Your** schedule.

Reasonable Prospects of Success

For each action following an **Insured Incident** there must always be more than a 50% chance that **You** will:

- a) successfully defend a claim or prosecution;
- b) succeed in enforcing a judgment or obtain a legal remedy which **We** have agreed to; or
- c) 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 a dispute if this insurance was not in force.

Standard Adviser's Terms of Appointment

A separate agreement, available on request, that **We** require an **Appointed Adviser** to enter into with **Us**. This agreement sets out the **Appointed Adviser's** responsibilities and the amounts **We** will pay the **Appointed Adviser** in respect of an **Insured Incident**.

Territorial Limit

The United Kingdom of Great Britain and Northern Ireland and the Isle of Man.

We, Us or Our

The **Insurer**

You or Your

The business, partnership or individual who has purchased this insurance and is named in the schedule which is registered and located in the United Kingdom of Great Britain and Northern Ireland or the Isle of Man.

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.

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.

You 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 11).

1. Your Obligations

You must:

- 1.1. Keep 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;
- 1.3. Follow the legally correct process and procedure in relation to any matter that could give rise to an **Insured Incident**; and
- 1.4. Supply **Us** with honest and accurate information when asked to do so.

2. Appointment of an Appointed Adviser

- 2.1. If **We** accept **Your** claim, **We** will appoint an **Appointed Adviser** who may be able to negotiate settlement before or without the need for court action.
- 2.2. If a conflict of interest arises (where **Our** chosen **Appointed Adviser** cannot act for **You** as to do so would breach their professional code of conduct), **You** are free to nominate a law firm or suitably qualified representative to act as the **Appointed Adviser**.
- 2.3. **We** will always choose the **Appointed Adviser** to act on the **Your** behalf in any claim where **We** are liable to pay a compensation award (this means **We** will always choose the **Appointed Adviser** for any claim arising under **Insured Incident 1 – Employment Disputes** and **Insured Incident 2 – Employment Compensation Awards**).
- 2.4. Any law firm or suitably qualified representative nominated by **You** must agree to represent **You** in accordance with **Our Standard Adviser's 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 **Appointed Adviser**.

3. Conduct of the claim

You must:

- 3.1. Co-operate fully with **Us** and the **Appointed Adviser** 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 **Appointed Adviser** fully informed of any developments and instruct the **Appointed Adviser** to provide **Us** with any information **We** ask for.

You must not:

- 3.3. Act in a way which obstructs **Us** or the **Appointed Adviser** or hinders the progress of a claim; and incur any **Adviser's Costs and Expenses** or any other costs or amounts without **Our** consent.

We can:

- 3.4. Contact the **Appointed Adviser** at any time and have access to all documents, information, and evidence regarding **Your** claim;
- 3.5. Withdraw funding for a claim and pursue **You** to recover **Adviser's Costs and Expenses** or other costs or amounts already paid, if **You** pursue or withdraw from that claim without **Our** consent or fail to pass on any instructions to the **Appointed Adviser**;

- 3.6. Withdraw funding for a claim if **You** dismiss the **Appointed Adviser** without **Our** consent and there is no valid cause to do so, or if the **Appointed Adviser** refuses to continue acting for **You** with **Our** consent and there is valid cause to do so; and
- 3.7. Withdraw funding for a claim if at any time **We** believe **Reasonable Prospects of Success** are no longer present. **We** will still pay any **Adviser's Costs and Expenses** or other costs or amounts **We** have agreed to, prior to **Reasonable Prospects of Success** no longer being present.

4. Claims Settlement

- 4.1. **You** must tell **Us** immediately when an offer to settle a claim is received and must not enter negotiations to settle a claim without **Our** prior consent.
- 4.2. If **You** refuse a fair and reasonable offer to settle a claim, **We** will be entitled to withdraw funding for that claim and **We** will pay no further **Adviser's Costs and Expenses** or other costs or amounts.
- 4.3. **We** may decide to settle a claim by paying 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 **You** and **You** 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

You must:

- 5.1. Take all reasonable steps to recover **Adviser's Costs and Expenses** or other costs or amounts and pay such sums recovered to **Us**;
- 5.2. Tell the **Appointed Adviser** to have **Adviser's Costs and Expenses** taxed, assessed, and audited if **We** ask for this. If it is established that **Adviser's Costs 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 Incident**, either made by or against **You**, 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 still be present in order for an appeal to be considered.

7. Other insurance and apportionment of costs

- 7.1. If any **Adviser's Costs 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. Obtaining a legal opinion

- 8.1. **We** may require **You**, at **Your** own expense, to obtain an independent opinion from a barrister or other expert agreed between **You** and **Us** over a claim's merits, financial value, and **Reasonable Prospects of Success**.
- 8.2. If the opinion supports **Your** claim and there are clear merits in proceedings with that claim, the costs incurred by **You** in seeking that opinion will be reimbursed.

9. Disputes with Us

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

- 9.2. 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 **You** or **Us** to pay the costs.
- 9.3. The arbitrator will be chosen jointly by **You** and **Us**. If **We** are not able to agree on the appointment of the arbitrator with **You**, the President of the Chartered Institute of Arbitrators will decide.
- 9.4. Nothing in this clause shall limit **Your** right to pursue legal action against **Us**.

10. 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 **You** has not made a claim under this insurance.

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 **You** 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.

11. 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:

- 11.1. **You** have failed to co-operate with **Us** or the **Appointed Adviser** and this failure has significantly hindered **Our** ability to deal with a claim or administer this insurance; and/or
- 11.2. A premium payment is due, or a costs recovery is still outstanding by the end of the final deadline notified to **You**.

12. Fraudulent or dishonest claims

If **We** have evidence that **You** have made a fraudulent, dishonest, or exaggerated claim, or have deliberately misled **Us** or the **Appointed Adviser** 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 **You** any **Adviser's Costs 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**.

13. 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.

14. Choice of law, jurisdiction and Acts of Parliament

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

- 14.2. Any dispute arising in relation to this insurance will be determined exclusively by the courts of England and Wales.
- 14.3. 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.

15. 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.

General Exclusions

This Policy does not cover:

1. Claims arising before this insurance started

Any event or dispute which **You** 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 **Adviser's Costs 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 **You** which **We** or the **Appointed Adviser** have not agreed to.

3. Fines and court awards

- 3.1. Fines, compensation (other than amounts **We** agree to pay under **Insured Incident 2 – Employment Compensation Awards**), damages or penalties awarded against **You**;
- 3.2. Any costs **You** are ordered to pay by a court of criminal jurisdiction.

4. Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by **You**.

5. Judicial Review and challenges to legislation

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

6. Disputes with Us or the Appointed Adviser

Any claim made against **Us** or the **Appointed Representative** (please also refer to General Condition 9).

7. Intra-business disputes

- 7.1. Any 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.
- 7.2. Any dispute between shareholders, directors, or partners in **Your** business.

8. Franchise or agency rights

Any claim relating to disputes over franchise rights or agency rights.

9. Intellectual Property

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

10. Libel and slander

- 10.1. Any claim relating to something said or written:
 - a). About **You** which may damage **Your** reputation;
 - b). By **You** which may damage another person's reputation.

11. 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.

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

Any claim resulting directly or indirectly from or in connection with:

- 12.1. 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;
- 12.2. Ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- 12.3. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- 12.4. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

Policy Cover

Insured Incident 1 – Employment Disputes

What is covered	What is not covered
<p>Adviser’s Costs and Expenses to defend You in a dispute with a current, former or prospective Employee, or an individual who alleges they are employed by You, following a breach or alleged breach by You of:</p> <ul style="list-style-type: none"> a) A contract of employment or alleged contract of employment; and/or b) Employment legislation. 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> i) Redundancy or alleged redundancy or unfair selection for redundancy which happens in the first 180 days of the first Period of Insurance (We will not apply this exclusion where You had continuous equivalent legal expenses insurance immediately before this insurance started); ii) Disputes arising solely from personal injury.

Insured Incident 2 – Employment Compensation Awards

What is covered	What is not covered
<p>Where We have accepted Your claim under Insured Incident 1 – Employment Disputes, We will pay:</p> <p>a) Basic Awards, Compensatory Awards and/or compensation for breaches of employment legislation which have been awarded against You by a court or tribunal; or</p> <p>b) A sum We have agreed to settle the dispute which We have considered to be reasonable and proportionate.</p> <p><i>Please note that at all times You must have followed the legally correct process and procedure in relation to any matter that could give rise to an Insured Incident.</i></p> <p><i>Failure to follow the legally correct process and procedure will result in Us not paying an award of compensation or any sums to settle the dispute.</i></p>	<p>(i) Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.</p> <p>(ii) Redundancy payments or monies due or payable under a contract of employment, service agreement or related document or from any related, implied or incorporated terms of a contract of service.</p> <p>(iii) Any awards or increased awards following Your failure to comply with a current or previous recommendation of a court or tribunal or failure to comply with reinstatement or re-engagement orders.</p> <p>(iv) Awards of compensation relating to statutory rights under occupational pension schemes.</p> <p>(v) Awards of compensation due to Your failure to pay the National Minimum Wage.</p>

How to Make a Claim

Please note the terms under **General Conditions**.

Your insurance may be invalidated if You have failed to comply with any of the terms and conditions of this policy.

If **You** are involved in a legal dispute which cannot be resolved by using **Our** Helpline Service and needs to be reported as a claim under this insurance, please phone **Our** dedicated claims reporting line on **0344 892 0117** which operates Monday to Friday, 9am to 5pm. All calls are recorded for training purposes.

Please note the following important information:

- a) **You** must report **Your** claim to us on **0344 892 0117** as soon as **You** become aware of any circumstances which could give rise to a claim under this insurance.
- b) Be ready to provide as much information concerning the claim as possible. This may include details of employment contracts or agreements entered into with other parties, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. **We** may also ask **You** to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- c) This is a claims made insurance which means that claims must be notified to **Us** during **Your Period of Insurance**. If **Your** policy expires and **Your** claim is reported more than 14 days after the expiry date, **We** will not be able to assist with the claim.
- d) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to General Exclusion 1).
- e) Under no circumstances should **You** instruct **Your** own lawyer, accountant or legal representative or incur any costs before **We** have accepted the claim as **We** will not pay any costs incurred without **Our** agreement. Unless there is a conflict of interest (where **Our** chosen **Appointed Adviser** cannot act for **You** as to do so would breach their professional code of conduct), **We** will appoint **Our** own **Appointed Adviser** to act on **Your** behalf if **We** accept **Your** claim.
- f) **We** will always choose the **Appointed Adviser** in any claim where **We** are liable to pay a compensation award (this means **We** will always choose the **Appointed Representative** for any claim arising under **Insured Incidents 2 – Employment Compensation Awards**).
- g) Once all relevant information has been received, an assessment of **Your** claim will be conducted, and **We** will let **You** know if **We** can help. Please note that **Reasonable Prospects of Success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **Reasonable Prospects of Success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- h) If **We** are unable to cover **Your** claim, then **We** will explain the reasons why and discuss any other available methods (which may be at the **Your** expense) to help achieve a successful outcome.



If **You** need to write to **Us**, **You** can write to **Us** at the following address:

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

claims@irwell.co.uk

Please ensure to include **Your** policy number on all correspondence.