

HELPLINE SERVICES

A separate policy arranged with DAS Legal Expenses Insurance Company Ltd provides these services 24 hours a day, 7 days a week during the period of insurance.

Nothing stated herein shall effect nor enhance any other cover provided by other policies, which may be arranged by GJIS Ltd on the policyholders behalf. All such policies continue to be subject to the terms, conditions and exclusions stated therein. All calls to DAS Legal Expenses Insurance Company Ltd are recorded (except those made under the counseling helpline) to help check and improve service standards.

COMMERCIAL LEGAL ADVICE

DAS will give you confidential legal advice over the phone on any commercial legal problem affecting your business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting your business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on you behalf. All costs of assistance provided are your responsibility.

To contact the above services, phone DAS on 1850 670747 quoting policy number TS5/7012026.

HEALTH & MEDICAL INFORMATION SERVICE

DAS will give an insured person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

Between the hours of 7pm and 9am DAS will take a message and one of their health and medical advisors will contact the insured person the next day or at an agreed time.

To contact the above service, phone DAS on 1890 254164.

COUNSELLING

DAS will provide your employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone DAS on 1850 670407. These calls are not recorded.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not phone DAS to report a general insurance claim.

ENQUIRIES OR PROBLEMS

To make sure that you get the most from your DAS cover, please take time to read the policy which explains the contract between us. ***Please take extra care in following the procedures under Employment Financial Compensation Awards cover (insured incident 1(b)).***

If you have any questions or would like more information, please contact GJIS Limited.

DAS will always try to give you a quality service. If you think DAS have let you down, please write to the Operations Manager at DAS Legal Expenses Insurance Company Limited, 12 Duke Lane, Dublin 2. Or you can phone DAS on 01 670 7470 or email at customerrelations@das.ie Details of the internal complaint-handling procedures are available on request.

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House, Quay Side, Temple Back, Bristol BS1 6NH, registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the UK Financial Services Authority and is subject to the Irish Financial Regulator's conduct of business requirements. The regulatory system which applies in Ireland is different to that which applies in the UK

CLAIMS PROCEDURE

Once you have sent DAS the details of your claim and they have accepted it, they will start to resolve your legal problem.

Always report your claim in writing and as soon as possible. DAS can send you a claim form to help you do this. DAS normally deal with claims through their Legal Claims Centre but sometimes they use appointed lawyers. Send your claim to:

DAS Legal Expenses Insurance Company Limited, 12 Duke Lane, Dublin 2.

Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, they will not pay the costs involved.

Commercial Legal Protection Policy – Policy No. TS5/7012026

Arranged through

GJIS Limited, Peel Place, 50 Carver Street, Birmingham B1 3AS Telephone: +44 (0)121 233 3401. Fax: +44 (0)121 236 2276

This policy will cover the **insured person** in respect of any **insured incident** arising in connection with the business if the premium has been paid.

We agree to provide the insurance in this policy as long as:

(a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
(b) the claim is reported to **us** as soon as the **insured person** becomes aware of it and within 180 days of the **date of occurrence**.

(c) any legal proceedings will be dealt with by a court, or other body which we agree to, in the **territorial limit**; and

(d) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If a **representative** is used, **we** will pay the **costs and expenses** incurred for this.

We will pay Employment Financial Compensation Awards that **we** have agreed to.

For **insured incident 4 (b) Bodily Injury** claims **we** will pay the application fee required by the Injuries Board.ie (IB).

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €400,000.

THE MEANING OF WORDS IN THIS POLICY

1 **We, us, our**

DAS Legal Expenses Insurance Company Limited.

2 **The policyholder**

As shown in the certificate.

3 **Insured person**

The policyholder and the directors, partners, managers and employees of **the policyholder**.

4 **Representative**

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this policy.

5 **Period of insurance**

The period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.

6 **Date of occurrence**

For civil cases (other than under **insured incident - 6 Tax Protection**), the **date of occurrence** is when the cause of action first accrued.

For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

For licence or registration appeals, the **date of occurrence** is when **the policyholder** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **the policyholder's** licence.

For **Tax Protection**, the **date of occurrence** is when the relevant authority sends an assessment or written decision to **the policyholder** following an audit.

7 **Costs and expenses**

- **Legal costs**

All reasonable and necessary costs chargeable by the **representative** on a party/party basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

- **Accountant's costs**

A reasonable amount in respect of all costs reasonably incurred by the **representative** in accordance with **our** claims handling instructions.

- **Attendance expenses**

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or

tribunal hearing at the request of the **representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **we** will pay is based on the following:

the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;

if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;

if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

8 **Territorial limit**

For **insured incidents 2 Legal Defence (excluding 2(4)), and 5(b) Bodily Injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other **insured incidents**

The Republic of Ireland.

INSURED INCIDENTS WE WILL COVER

1 **EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS**

(a) **Employment Disputes**

We will defend **the policyholder's** legal rights:

(1) prior to the issue of legal proceedings before a Rights Commissioner, court or tribunal following the dismissal of an employee; or

(2) in legal proceedings in respect of dispute with

(a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or

(b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

(1) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by the policy.

(2) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by the policy if the **date of occurrence** was within the first 180 days of the indemnity provided by the policy.

(3) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by the policy.

(4) Any claim in respect of damages for personal injury, including stress, bullying and harassment claims or loss of or damage to property.

(5) Employee internal disciplinary or grievance procedures,

(6) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

(b) **Employment Financial Compensation Awards**

We will pay any financial compensatory award otherwise payable by **the policyholder** in respect of a claim **we** have accepted under **insured incident 1(a)**.

Provided that

(1) *Throughout any contract of employment dispute **the policyholder** has sought and followed advice from **our** legal advice service.*

(2) *For compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from **our** legal advice service since the date when **the***

policyholder should have known about the employment dispute.

(3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, but not the redundancy payment itself, **the policyholder** has sought and followed advice from **our Claims Department** prior to serving notice of redundancy.

(4) The compensation is awarded by a Rights Commissioner or tribunal under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

(5) The total of the compensation awards payable by **us** shall not exceed €1,500,000 in any one **period of insurance**.

What is not covered

- (1) Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (3) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 2000 or any amending legislation.
- (4) Any financial compensation award or increase in financial compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

2 LEGAL DEFENCE

At the **policyholder's** request

(1) **We** will defend the **insured person's** legal rights:

- (a) prior to the issue of legal proceedings when dealing with the Gardai; or Health and Safety Authority and/or regional health boards where it is alleged that the **insured person** has or may have committed a criminal offence; or
- (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

(2) **We** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

(3) **We** will defend the **insured person's** (other than **the policyholder**) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.

(4) **We** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.

(5) **We** will represent **the policyholder** in appealing against the refusal of the Data Protection Commissioner to register **the policyholder's** application for registration.

(6) **We** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

In so far as proceedings under the Health and Safety and Welfare at Work Act 2005 are concerned, the territorial limit shall be any place where the Act applies.

What is not covered

- (1) An **insured person** driving without valid motor insurance.
- (2) Any claims arising from parking or obstruction offences.
- (3) Any motor related prosecution where **the policyholder** owns or has use of more than 6 motor vehicles used for business purposes.

3 STATUTORY LICENCE PROTECTION

We will represent **the policyholder** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **the policyholder's** licence.

What is not covered

- (1) An original application or application for renewal of a statutory licence.
- (2) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

4 CONTRACT DISPUTES

We will negotiate for the **policyholder's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services.

Provided that

- (1) The amount in dispute exceeds €300.
- (2) If the amount in dispute is payable in installments, the installments due and payable at the time of making the claim exceed €300.
- (3) If the dispute relates to money owed to **the policyholder**, a claim under the policy is made within 90 days of the money becoming due and payable.

What is not covered

- (1) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by the policy if the **date of occurrence** is within the first 90 days of the indemnity provided by the policy.
- (2) any claim relating to the following:
 - the settlement payable under an insurance policy;
 - a lease, licence or tenancy of
 - land or buildings other than a
 - dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - a loan, mortgage, pension or any other financial product and choses in action;
 - a motor vehicle owned by, or hired or leased to, the policyholder other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
- (3) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
- (4) A dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services; or
 - the purchase or hire of computer hardware, software, systems or services; tailored by a supplier to **the policyholder's** own specification.
- (5) A dispute arising from a breach or alleged breach of professional duty by an insured person.
- (6) The recovery of money and interest due from another Party other than disputes where the other party intimates that a defense exists.
- (7) The first €600 of **legal costs** unless the dispute is to be dealt with under the Small Claims Court procedure.

5 PROPERTY PROTECTION AND BODILY INJURY

(a) Property Protection

We will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

- (1) any event which causes or could cause physical damage to such material property; or
- (2) any nuisance or trespass.

What is not covered

Any claim relating to the following:

- (1) a contract entered into by **the policyholder**;
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
- (4) mining subsidence;
- (5) defending **the policyholder's** legal rights other than in defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

(b) Bodily Injury

At **the policyholder's** request, **we** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

This includes assisting the **insured person** (and family member if applicable) throughout claims and legal advice service to register their claim with the Injuries Board.ie (IB).

What is not covered

- (1) Any claim relating to the following:
 - (a) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
 - (b) defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
 - (c) a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

- (2) The cost of obtaining a medical report when registering a claim with the IB.ie.

6 TAX PROTECTION

(a) Revenue Audits

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into **the policyholder's** business accounts;

(b) Employers' Compliance

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning their compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or the Department of Social Community and Family Affairs;

(c) VAT Disputes

We will represent **the policyholder** in any appeal proceedings following an audit carried out by the Revenue Commissioners in respect of Value Added Tax due.

Provided that

- (1) *For all insured incidents, the policyholder has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.*
- (2) *The policyholder and the representative comply with our claims handling instructions throughout the course of the claim.*

What is not covered

- (1) Any **insured incident** arising from a tax avoidance scheme.
- (2) Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
- (3) Any **insured incident** undertaken by the Revenue Commissioners into alleged dishonesty or alleged criminal activities of **the policyholder**.

HOW WE DEAL WITH TAX PROTECTION CLAIMS

Please refer to Appendices I and II on pages 6 and 7 of this wording.

WHAT IS NOT COVERED BY THIS POLICY

- 1 **Costs and expenses** incurred before the written acceptance of a claim by **us**.
- 2 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than, compensation awards as covered under **insured incident 1(b) Employment Financial Compensation Awards**.
- 3 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 4 Any **insured incident** deliberately or intentionally caused by an **insured person**.
- 5 A dispute with **us** not otherwise dealt with under Condition 7.
- 6 Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
- 7 Judicial review
- 8 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 9 Legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.
- 10 When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 11 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- 1 An **insured person** must:
 - (a) Keep to the terms and conditions of this policy;
 - (b) Notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
 - (c) Take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) Try to prevent anything happening that may cause a claim;
 - (e) Send everything **we** ask for, in writing;
 - (f) Give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 2 (a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at time. **We** can negotiate any claim on behalf of an **insured person**
- (b) The **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
 - (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the **insured person's** interests in those proceedings; or
 - (ii) there is a conflict of interest.

(c) Before an **insured person** chooses a lawyer or an accountant, **we** can appoint a **representative**.

(d) A **representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.

(e) **We** will have direct contact with the **representative**.

(f) An **insured person** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.

(g) An **insured person** must give the **representative** any instructions that **we** require.

3 (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.

(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

(c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.

4 (a) If **we** ask, an **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.

(b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

5 If a **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.

6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.

7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **we** and the **insured person** can choose a suitably qualified person to arbitrate. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

8 **We** may at **our** discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.

9 **We** can cancel this policy at any time as long as **we** tell the **policyholder** at least 14 days beforehand. The **policyholder** can cancel this policy at any time within 14 days of taking it out. After that the **policyholder** can cancel the policy by giving **us** 14 days notice.

10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

11 This policy will be governed by the laws of the Republic of Ireland.

APPENDIX I

HOW WE DEAL WITH TAX PROTECTION CLAIMS UNDER YOUR COMMERCIAL LEGAL PROTECTION COVER

(A Step By Step Guide To Your Tax Claim)

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. This policy will pay your accountant's fees if the Revenue Commissioners carry out an audit of your business accounts provided that these guidelines are followed.

Notifying us of your claim

(1) If you receive notification from the Revenue Commissioners, you or your accountant can contact us by phone on 01 670 7470. We can send you a claim form and give you advice about how to make your claim. We cannot confirm cover for your claim over the phone.

(2) When we receive the information and we need to help you with your claim, we will appoint an accountant to act for you. If you wish us to appoint your own accountant you must send us the person's name and address when you send us your completed claim form. The accountant appointed by us to act for you is referred to as the "appointed representative" in this section of the policy and in the guidelines below. We will not pay for any accountant's fees that have been incurred for work carried out before we have accepted your claim.

Handling your claim

(3) DAS Tax Protection covers the cost of negotiating on your behalf and representing you in any appeal proceedings in respect of a Revenue Audit.

(4) Once we have accepted your claim and have appointed an accountant to deal with it we will agree with the representative what work is to be carried out on your behalf and the fees that are to be covered under this section of the policy. If it is not possible to agree a budget with the representative, DAS reserves its right to limit the sum payable under this section of the policy to an amount that is necessary and reasonable in the circumstances.

(5) The Revenue Commissioners will request information about your accounts. The appointed representative will prepare this information. They may also be required to meet with the Revenue. This section of the policy will cover the cost of any necessary meetings provided that we have consented to your accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and you wish to appeal against the tax demanded we will pay for the representative to represent you in appeal proceedings provided it is always more likely than not that the appeal will be successful.

(6) If at any time during the audit the level of fees that we have agreed with the representative is expected to change we must be informed of any additional work considered necessary and agree in advance any additional accountants' costs to be paid under this section of the policy.

When we cannot help

(7) Please note it is a condition of this section of the policy that you have taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed.

(8) If the representative has to carry out routine accounting or corrective work you will need to pay any fees for this out of your own funds. It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the representative considers this is necessary we will pay the cost of this provided that we have consented to the work being carried out.

(9) We will not pay accountant's costs that have been incurred because the representative has failed to follow the procedures we have specified or has charged fees that we have not agreed to pay.

(10) Please note the exclusions on this section of the policy in relation to dishonesty.

Settling your claim

(11) We will tell the representative about how we will settle their invoice when the audit has been completed.

Other types of Tax Protection claims.

Disputes arising from Employers' compliance with PAYE or PRSI contributions following an audit by the Revenue Commissioners or Department of Social Community and Family Affairs; and appeals in relation to VAT assessments are also covered by this Section of the Policy.

If you need to notify us of a claim that arises from either of these circumstances please follow the instructions outlined in 1. and 2. We will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to paragraphs 6. to 10.) although the actual work carried out by the representative will differ.

Please note we cannot cover disputes with the Revenue Commissioners that result from your failure to register your business for VAT.

APPENDIX II

PROCEDURE FOR REPRESENTATIVES WHEN DEALING WITH TAX PROTECTION CLAIMS

The information below details the procedure to be followed by the representative when dealing with your Tax Protection claim. We will send these instructions to the representative when we appoint them to deal with your claim.

Instructions for the Representative

In our experience it is normally necessary for the representative to undertake the following work:

(1) Provide information requested in the Revenue Commissioner's initial letter.

This should not involve significant re-analysis work. If the information is available, albeit in slightly different form in your working papers, the Revenue should be invited to accept it as it is in your papers.

(2) Submission (or making available) of business records.

Responsibility for the retention and orderly maintenance of business records rests with you. We will not expect to incur significant professional costs associated with your submission to Revenue. It will not normally be considered appropriate for the representative to carry out review work on the records prior to submission to the Revenue. If it is felt that any such work is necessary, advance agreement of the costs is required. Please send us a copy of the covering letter sent with the audited accounts at the time of filing.

(3) Submission of private financial information, if appropriate to the audit.

(4) Identify reason for audit.

(5) Possible limited further correspondence preparatory to any meeting with the Revenue.

(6) Meeting with the Revenue Inspector.

Where appropriate, meetings with the Revenue can be a productive means to resolve outstanding issues. However, the time involved inevitably makes them expensive in terms of professional fees. It is therefore vitally important that the purpose of the meeting be clearly agreed, in so far as possible in advance, so that the meeting time can be used effectively to resolve remaining issues. The reasons for a meeting should be set out by the Revenue along with the subjects for discussion. It is particularly important that the Revenue be asked to set out in advance any issues which you may be unlikely to be able to answer from memory, in order to facilitate closure of the audit.

As in all insurances there is an obligation for you and on the appointed representative acting for you to take reasonable steps to minimise the costs payable under this Section of the Policy. We will only pay for one member of the representative's firm to be present at the audit and we expect where possible that preparatory work prior to the audit and subsequent to it be done by junior members of staff.

At the end of the above process it will be apparent whether the audit can be drawn to a close or whether the Revenue has significant concerns about the accuracy of the returns.