



Your legal rights protected

# Peninsula Protect

Terms & Conditions



PENINSULA



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# Welcome to Peninsula Protect

## Our Legal Protection Service

### What is Peninsula Protect?

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

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

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

### What is a discretionary benefit?

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

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

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



# Peninsula Protect

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

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

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

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

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

**Peninsula Contact Information**  
**HR and Health & Safety Advice Helpline:**  
**01 855 5050 (Dublin)**  
**or 021 212 9917 (Cork)**  
Available 24 hours a day, 365 days a year.  
Email: [ROIadvice@peninsula-ie.com](mailto:ROIadvice@peninsula-ie.com)

**Postal Address**  
Peninsula Business Service (Ireland) Ltd,  
Block W, East Point Business Park, Alfie  
Byrne Rd, East Wall, Dublin 3

**Website**  
[www.peninsula-ie.com](http://www.peninsula-ie.com)

## Maximum Limits of Peninsula Protect

Peninsula Protect covers you for a maximum of:

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

**Territorial Limit**  
The Republic of Ireland

# Peninsula Protect Terms and Conditions

## 1. Procedure for accessing Peninsula Protect

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

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

## 2. Access to the service

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

- a. **You** have a valid **Service Agreement** with **Peninsula** and **your** service fee payments are up to date.
- b. An **event** has led to **legal proceedings** in connection with an **employment dispute** or in connection with Health & Safety legislation.

- c. The **event** has occurred and was notified to **us** during **your** contract period.
- d. **You** have taken and followed the advice provided by **Peninsula's** Advisory Service as soon as the **event** occurred and continuously as the matter developed until it concluded (applies to Employment Services only).
- e. **You** comply with the General Conditions set out in Section 4.0.

## 3. Scope of service

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

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

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

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

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

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

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

- a. defend **legal proceedings** brought against **you** (or **your employee**) in respect of an **event** which has led to court or criminal proceedings under

the Safety, Health and Welfare at Work Act 2005; or

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

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

### 3.3 Limitations to Peninsula Protect

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

#### 3.3.1 General Limitations

**Peninsula Protect** cover is not available in the following circumstances:

- a. If **you** are bankrupt, insolvent or are in liquidation.
- b. The payment of any fine or penalty ordered by a Court.
- c. The payment of VAT if you are VAT registered.
- d. Where **you** or any other person entitled to assistance:
  - fails to send to **Peninsula** as soon as practicable all and any Workplace Relations Commissioner, Labour Court or Court papers or documents received by **you**;
  - fails to co-operate fully and promptly and/or give proper instructions and all relevant information to **your representative**

#### 3.3.2 Limitations specific to Employment Services

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

- a. Any **employment dispute** arising from an

**event** where **you** have failed to take and follow the advice provided by **Peninsula's** Advisory Service, as soon as the **event** occurred and continuously as the matter developed until it concluded.

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

to include breach of contract and injunctive proceedings.

### 3.3.3 Limitations specific to Health & Safety Services

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

- a. Any prosecutions which are deliberately or intentionally solicited by **you** or **your employee**;
- b. Any offences or alleged offences involving dishonesty or intentional violence to another;
- c. Any claim against **you** in respect of damages for personal injuries brought by a claimant and/or loss of or damage to their property or breach of **your** professional duty.;
- d. Any prosecutions involving or alleging an offence or offences deliberately or intentionally committed by **you** or **your employee**;
- e. Any **event** under this section that was not notified to **us** within the period of **your Service Agreement** or which was known to **you** prior to the commencement of **your Service Agreement**.
- f. An **event** directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
- g. An **event** which are a consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power; or riot or civil commotion or malicious acts occurring elsewhere than in the Republic of Ireland.

## 4. General Conditions applicable to all sections

### 4.1. Compliance

**You** must keep to the **Peninsula Protect** terms and conditions.

### 4.2. Preventing Disputes / Prosecution

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

### 4.3. Provision of Information

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

### 4.4. Appointed Representative

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

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

### 4.5. Economic Settlements

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

### 4.6. Consent

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

#### 4.7. Declarations

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

#### 4.8. Governing Law

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

### 5. How to complain

If **you** wish to register a complaint regarding **our** service, please contact **our** Client Experience department in writing at the address overleaf or by phone on 01 850 60 60. Full details of **our** complaints procedure can be found at: [www.peninsulagrouplimited.com/ie/complaints-procedure](http://www.peninsulagrouplimited.com/ie/complaints-procedure)

### 6. Meaning of words & terms

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

#### Peninsula/We/Us/Our

Peninsula Business Services (Ireland) Limited.

#### You/Your

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

#### Peninsula Protect

**Our Peninsula Protect** Service.

#### Employee

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

#### Representative

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

#### Representation

All reasonable and necessary legal costs incurred by **your representative** in defending **legal**

**proceedings**, including any consequent appeal to which **we** agree. Any appeal must, in **our** opinion, be more likely than not to succeed.

#### Compensatory Awards

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

#### Economic Settlements

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

#### Discretionary Protection

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

#### Event

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

#### Legal Proceedings

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

#### Employment Dispute

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

#### Service Agreement

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

**01 855 5050**  
**peninsula-ie.com**

Peninsula, Block W, East Point Business Park,  
Alfie Byrne Rd, East Wall, Dublin 3



**PENINSULA**