



Group and Affinity Legal Protection

Product Brochure and Key Facts Summary

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LEGAL PROTECTION GROUP LIMITED



GROUP AND AFFINITY LEGAL PROTECTION

If your group members have the misfortune of being involved in a legal dispute, they may not have the financial means to pay the costs of a solicitor to help pursue or defend their legal rights.

Why would your group members need Group and Affinity Legal Protection?

Legal disputes can be costly and difficult to understand and many people are put off from protecting their legal rights due to the significant financial risk and uncertainty of the outcome. If you lose a legal case then you may have to pay the other side's costs as well as your own solicitor's fees which could run into thousands of euros.

Group and Affinity Legal Protection provides essential protection to members of your group, organisation or association and covers the legal costs incurred in pursuing or defending a range of disputes which can occur in the workplace or outside of work.

Group and Affinity Legal Protection covers up to €75,000 or €150,000 (depending on which level of cover is selected) in legal costs and includes the appointment of a solicitor, barrister or accountant, costs of expert witnesses and court fees. The other side's costs are also covered if your group member is ordered to pay them by a civil court.

What do we cover?

The following lists examples of the types of cover we can provide. Cover can also be tailored to the specific needs of your group.

- Disputes with a member's employer
- Disputes over the sale of goods or the purchase of goods or services
- Nuisance or trespass
- Damage caused to a member's home and personal property
- Revenue Commissioner audits into self-assessment tax returns
- Pursuit of claims following death or personal injury
- Pursuit of claims following clinical negligence
- Defence of work-related prosecutions
- Defence of motoring prosecutions
- Disciplinary hearings conducted by a regulatory or professional body
- Attending jury service or as a witness in court
- Assistance following a member's identity theft
- Access to 24-hour telephone helpline services



**LEGAL
PROTECTION
GROUP**

LEGAL PROTECTION GROUP

We are a specialist provider of legal expenses insurance, legal services and emergency assistance products.

Legal Protection Group Limited was formed by a team of well-known legal protection insurance professionals with a wealth of knowledge and experience within the industry.

We have joined forces with O'Driscoll O'Neil, established in 1987 and one of Ireland's largest independent and progressive brokers, to bring a fresh approach to legal protection insurance to Ireland.

O'Driscoll O'Neil was the first Irish broker to receive ISO and Q-Mark status for service and continuous development of new and existing markets. Striving to achieve the highest standards and services for customers and offering you the benefit of years of cumulative insurance experience.

Legal Protection Group Limited provides a wide range of products, distributed through our partner O'Driscoll O'Neil, which offer our partners choice, flexibility and value for money.

We are absolutely focused upon providing a first class product and claims service. Our management structure means that our clients will always be able to talk to a decision maker and as we are responsible for designing, pricing and servicing our insurance products, we can provide quick and effective decisions on all types of enquiry.

Our products are underwritten by International Insurance Company of Hannover SE (Inter Hannover), rated "AA-" (very strong) by Standard and Poor's (as of 30th June 2014) and "A+" (superior) by A. M. Best (as of 22nd May 2014).



THE COVER

Employment Protection

Losing your job or being unfairly treated by your employer is a very stressful situation and taking your employer to court can be daunting and costly. Even if you win your claim, you will usually have to pay your own costs.

Typical disputes we can help with include:

- Unfair dismissal or unfair selection for redundancy
- Disputes over maternity or paternity leave or pay
- A group member's employer has discriminated against them due to their age, race, gender or disability
- A group member's employer has tried to change the terms of their contract making it impossible for them to continue in the same role

Consumer Contract Disputes

People enter into agreements to buy goods or services every day and there is always the risk of something going wrong with you being left with defective goods or sub-standard work and a large legal bill to put things right.

Typical disputes we can help with include:

- A tradesperson is hired to decorate a group member's house and they have not completed the work to the agreed standard

- A group member buys a defective washing machine and the supplier is refusing to repair or replace it
- A hotel booked by a group member through a travel agent was not as they had advertised it
- A group member has purchased a faulty car from a motor trader

Property Protection

Property law can be very complex, disputes can take a long time to settle and ruin your enjoyment of your home. Disputes with neighbours can be particularly distressing and damage previously good relationships to such an extent that you may need to move house.

Typical claims we can help with include:

- A group member's neighbour has started to build a conservatory which encroaches over the existing boundary line
- Contractors working on a neighbouring building have caused damage to a group member's roof
- A neighbour's guttering is leaking and this has caused rising damp inside a group member's property



THE COVER

Tax Enquiries

Paying the right amount of tax is a necessity but sometimes the Revenue Commissioner may take a closer look at your self-assessment tax return and claim you owe more tax than you think is due. If the Revenue Commissioner audits a group member's tax return, we will appoint an accountant to negotiate and represent them.

Typical issues we can help with include:

- A group member inherits a property which is let to tenants and the income from this activity was declared on the last self-assessment tax return. The Revenue Commissioner is querying the amount declared
- The Revenue Commissioner spots an error in the amount of additional income declared from investments held

Personal Injury

Whilst people have a duty of care to not do anything that could result in harm to others, accidents do happen and if it is a result of someone else's negligence, you have the right to bring a claim against the person or organisation responsible.

If a group member suffers death or bodily injury as a result of another person's negligence, we will pursue a claim against that person to obtain compensation.

Typical claims we can help with include:

- A slip in a wet toilet cubicle leads to a broken arm
- A hand injury sustained following contact made with faulty machinery at work
- A faulty dining chair collapses in a restaurant resulting in a back injury

Clinical and Medical Negligence

If you have elective surgery or surgery to correct a medical condition, you expect practitioners to be fully trained to give you the best possible care and attention. Human error, especially in a pressurised environment, can happen and if the standards you take for granted fall below those expected, it could have catastrophic consequences.

If a group member suffers death or bodily injury from an act of clinical or medical negligence, we will pursue a claim against the negligent party to obtain compensation.

Typical claims we can help with include:

- Incorrect medication prescribed which leads to a severe allergic reaction
- A dentist incorrectly removes a tooth and causes nerve damage resulting in an abscess
- Negligence by a practitioner during a routine operation
- A mistake during laser eye surgery has caused blindness



THE COVER



Defence of Legal Rights

The vast majority of the public will abide by the laws of the land but there are occasions where something may go wrong in the workplace and you are accused of breaking the law or committing a civil wrong.

You could also be charged with a motoring offence and risk losing your driving licence, which could have serious consequences if a clean licence is required for your job or you are reliant on your own transport.

Typical claims we can help with include:

- A group member is accused of selling alcohol to a minor in the pub they work in
- An accusation of discrimination has been made by a resident of the care home where a group member works
- A group member is alleged to have breached their profession's code of conduct and principles and are asked by the professional body to attend a disciplinary hearing
- You have been prosecuted for driving without due care and attention

Jury Service and Witness Expenses

With few exceptions, Irish Citizens from the age of 18 who are on the Register of Dáil Electors are eligible for jury service and, in performing this civic duty, you could face the prospect of being off work for up to two weeks, sometimes longer.

A group member may also have to give evidence in a court or tribunal as a witness for a claim which we are covering under this insurance.

Where a group member is not able to claim their lost salary or wage from a court, tribunal or other party, including their employer, we will pay these sums.

Identity Theft Assistance

Identity theft occurs when fraudsters seize their victims' personal details such as date of birth and bank details in order to acquire goods and services in their victim's name. Not only is there the inconvenience of having to restore your identity if it has been stolen, you may also face difficulty in applying for credit.

If a group member becomes a victim of ID theft, we will provide access to an adviser who will help restore their identity.

We will also:

- Pay costs incurred in correspondence with the Garda and other agencies to restore identity and credit rating
- Pay costs incurred in having to re-apply for a loan which was previously rejected due to ID theft
- Defend legal rights if organisations take action against a group member for recovery of money if goods or services have been acquired by a fraudster in their name



HELPLINE SERVICES

Group and Affinity Legal Protection not only provides your group members with assistance if they have a claim, it also gives members access to

telephone helpline services which provide advice and guidance on a wide range of issues.

Personal Legal Advice Helpline

This service provides group members with 24-hour access to qualified advisers who can provide them with advice on issues under Republic of Ireland, UK, Isle of Man and Channel Islands law including:

- Employment rights or problems at work
- Advice on consumer rights

- Problems with neighbours
- What to do if a group member is involved in an accident
- Landlord and tenant disputes
- Penalties for motoring offences and any possible defences

Identity Theft Helpline

This service provides group members with advice and guidance on keeping their identification safe

and secure and tips on how to avoid becoming the victim of identity theft.

Counselling Helpline

This service provides group members with 24-hour access to qualified counsellors who can give confidential guidance on matters causing stress and

anxiety such as financial problems, family issues or bereavement.

POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

This is a summary of the cover provided under Group and Affinity Legal Protection. It does not contain full details of policy terms, exclusions and conditions. For full details of this insurance please refer to the policy wording, a copy of which is available on request.

Please note: the information which follows is a description of the standard covers provided by this insurance which can change due to selection of covers and any endorsements which may be applied.

Type of insurance	Group and Affinity Legal Protection is a legal expenses insurance contract designed to provide advice and representation for your group members and, for certain insured incidents, members of their family who permanently live with them in legal disputes involving work as an employee, their home, consumer contract disputes, personal injury and tax investigations.
Who provides this insurance	Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer, International Insurance Company of Hannover SE.
How long does the cover last	Unless otherwise agreed, this insurance will remain in force for 12 months from the date of commencement and for any period for which you renew this insurance (as long as the premium is paid).
Territorial limit	<p>a) For insured incidents 2 Consumer Contract Disputes and 5 Personal Injury – the European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>b) For all other insured incidents – the Republic of Ireland.</p>
Choice of law	Unless otherwise agreed by us in writing, this insurance is governed by the laws applying to the Republic of Ireland.

Features and benefits	Significant exclusions or limitations	Where to look in the policy wording
The insurer will pay legal costs and expenses, up to the limit of indemnity, for the insured incidents listed below.	The most the insurer will pay for any one insured incident arising at the same time or from the same originating cause is €75,000 or €150,000 (depending on which limit has been selected). The same limit of indemnity will apply for all group members.	Meaning of words and terms – limit of indemnity
	Claims which have not been notified to us within a reasonable time of the date a group member should have known about the claim and where this delay has affected reasonable prospects of success or has prejudiced our position.	General exclusions applying to the whole policy 1)
	We will not cover any event or dispute a group member was aware of before this insurance started.	General exclusions applying to the whole policy 2)
	The insurer will not pay any costs incurred before we have accepted a claim or costs which we have not authorised in advance.	General exclusions applying to the whole policy 3 a)
	There must always be more than a 50% chance that a claim will have a successful outcome.	Meaning of words and terms – reasonable prospects of success
<p>We will select an appointed adviser of our choice to deal with a group member's claim.</p> <p>Where it is necessary to issue legal proceedings or if a conflict of interest arises, the group member is free to nominate a legal representative of their choice.</p>	The group member's chosen legal representative must agree to our standard adviser's terms of appointment and the most the insurer will pay is no more than the amount that would have been paid to our own choice of appointed adviser.	General conditions applying to the whole policy 3 c)

POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

Features and benefits	Significant exclusions or limitations	Where to look in the policy wording
Insured incident 1 – Employment Protection		
Pursuing or defending disputes with a current, former or prospective employer regarding a contract of employment or breach of employment rights.	We do not provide representation throughout internal disciplinary or grievance procedures between a group member and their employer.	What you are covered for <i>Please note that</i>
Insured incident 2 – Consumer Contract Disputes		
Pursuing or defending disputes arising from a breach or alleged breach of a contract entered into in a personal capacity for: a) buying, selling or hiring in goods; b) buying or hiring in services.	The amount in dispute must be more than €100 (including VAT).	What you are covered for <i>Please note that (ii)</i>
	Construction work on land or design, conversion or extensions to buildings where the value of the contract is more than €7,500 (including VAT).	What you are not covered for (i)
	Pensions, savings, investments, loans, mortgages, borrowing or any other arrangements with banks, building societies or suppliers of credit.	(ii)
	Lease or tenancy agreements or licences to occupy land or buildings.	(iii)
Insured incident 3 – Property Protection		
a) Pursuing or defending legal rights in disputes relating to a legal nuisance or trespass which interferes with the use, enjoyment or right over a group member's home. b) Pursuing legal rights following an event which causes damage to a group member's home or to their personal belongings.	Land or buildings other than a group member's home.	What you are not covered for (i)
	Any contract entered into, including tenancy agreements or leases or licences to occupy property.	What you are not covered for (ii)
	For property damage claims, the amount in dispute must be more than €100.	What you are covered for b) <i>Please note that</i>
Insured incident 4 – Tax Enquiries		
Representing a group member in a Revenue Commissioner's audit into their self-assessment tax return in relation to income tax or capital gains tax.	Returns must be complete and correct and submitted within specified deadlines.	What you are covered for <i>Please note that</i>
	Business tax affairs or where a group member is self-employed, a sole-trader or in a business partnership.	What you are not covered for (i)
Insured incident 5 – Personal Injury		
Pursuing claims following a sudden and specific event causing death or bodily injury to a group member, including help with registering a claim with the Personal Injuries Assessment Board (PIAB).	Illness or injury which develops gradually over a period of time or is not caused by a sudden and specific event.	What you are not covered for (i)
Insured incident 6 – Clinical and Medical Negligence		
Pursuing claims following an identified act of negligent surgery, clinical, medical or dental procedure or treatment which causes death or bodily injury to a group member.	Illness or injury which develops gradually over a period of time or is not caused by a sudden and specific negligent act.	What you are not covered for

POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

Features and benefits	Significant exclusions or limitations	Where to look in the policy wording
Insured incident 7 – Defence of Legal Rights		
<p>a) Work</p> <p>Defending an insured person following a work-related event which leads to:</p> <p>(i) Interview by the Garda or other prosecuting authorities where suspected of committing a criminal offence;</p> <p>(ii) Prosecution in a criminal court;</p> <p>(iii) Civil action for unlawful discrimination or breaches of Section 7 of the Data Protection Act (as well as an equivalent breach under any subsequent amending or replacement Data Protection legislation).</p> <p>b) Motor</p> <p>Defending an insured person in a criminal prosecution for a motoring offence arising from the use or ownership of a motor vehicle.</p>	Fines, compensation, damages or penalties awarded against a group member including any costs the group member is ordered to pay by a criminal court.	General exclusions applying to the whole policy 4)
	Any motoring prosecution where a group member was driving a vehicle whilst already disqualified from driving, or driving a vehicle without a valid driving licence, NCT certificate, vehicle registration, motor tax or motor insurance.	What you are not covered for (ii)
	Allegations of a sexual nature.	What you are not covered for (v)
Insured incident 8 – Jury Service and Witness Expenses		
Payment of a group member's lost salary or wages for the time taken off work to perform jury service or to attend a court or tribunal as a witness for a claim covered by this insurance.	Any claim where a group member cannot provide evidence of the extent of their lost salary or wages.	What you are not covered for
Insured incident 9 – Identity Theft Assistance		
<p>a) Access to an adviser who will provide assistance to help restore a group member's identity.</p> <p>b) Costs incurred in correspondence to restore identity and credit rating.</p> <p>c) Costs incurred in re-applying for a loan which was previously rejected due to identity theft.</p> <p>d) Defending a group member's legal rights if other parties take legal action against them arising from the group member's ID theft.</p>	The group member must have sought and followed advice from our ID theft helpline as soon as they suspect they have become a victim of ID theft.	What you are covered for Please note that (i)
	The group member must notify their bank, lender or supplier of credit within 24 hours of discovering ID theft or attempted ID theft.	What you are covered for Please note that (ii)
	Any ID theft committed by a person insured under this policy.	What you are not covered for
Helpline Services		
<p>Personal Legal Advice</p> <p>Provides confidential telephone legal advice on personal legal matters under Republic of Ireland, UK, Isle of Man or Channel Islands law.</p>	Helplines are available 24-hours a day but in some cases we may need to call the group member back.	Helpline Services
<p>Identity Theft Advice</p> <p>Provides telephone advice and guidance on keeping identification safe and secure and tips on how to avoid becoming a victim of ID theft.</p>		
<p>Counselling</p> <p>Provides confidential telephone counselling on matters causing distress.</p>	Any costs incurred in using onward referral services are not covered.	Helpline Services – Counselling Helpline

Important note: This policy excludes certain situations and circumstances and it is important that you read the policy wording to ensure you are familiar with its terms and conditions and that it meets your demands and needs. If you have any queries over the suitability of this cover and its terms and conditions, then please contact your insurance adviser.



POLICY SUMMARY AND OTHER IMPORTANT INFORMATION

Cancellation rights

You can cancel this insurance within 14 days of taking it out, or within 14 days of receiving your policy documents, whichever is later. You will be entitled to a full refund of premium paid as long as no claims have been made. At all other times you or we can cancel this insurance subject to 7 days' notice. Subject to the terms of business between you and the person who sold you this insurance, you may be entitled to a partial refund as long as no claims have been made in the current period of insurance.

If there is evidence of a fraudulent or exaggerated claim, we can cancel this insurance from the date of the alleged claim and can recover any sums paid in respect of that fraudulent or exaggerated claim. No refund of premium will be payable.

Full details of cancellation rights can be found in the policy wording.

What to do if you need to make a claim

If you are aware of any circumstances which could give rise to a claim under this insurance, you must contact us as soon as possible either by email to lpg@davies-group.com or telephone +353 (0) 87 9590579. You may need to complete a claim form and provide additional information in support of your claim.

This is a claims occurring insurance which means that the date of occurrence of the insured incident must happen during the period of insurance.

Under no circumstances should you instruct your own lawyer or legal representative or incur any costs before we have accepted a claim as the insurer will not pay any costs incurred without our agreement.

Full details of the claims procedure can be found in the policy wording.

The insurer

This insurance is underwritten by International Insurance Company of Hannover SE who are registered in Germany, registration number HRB 211924.

Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany, acting through its UK branch whose office is located at: 10 Fenchurch Street, London EC3M 3BE, United Kingdom.

Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331).

Regulated by the Central Bank of Ireland for Conduct of Business Rules.

What to do if you have a complaint

We will at all times endeavour to provide you with a high level of service. However, if things go wrong and you are not happy with the standard of service you have received, please contact the organisation who sold you this insurance and they will try to resolve your complaint to your satisfaction. If they are not able to do so, please contact:

If your complaint is about a claim:

Email: LPGcomplaints@davies-group.com

Phone: **+353 (0) 87 9590579**

Post: **LPG Department,
Davies Ireland,
Beckett Way,
Parkwest Business Park, Nangor Road,
Dublin 12, D12 W702,
Ireland**

If your complaint is about any other issue concerning your policy:

Email: complaints@legalprotectiongroup.co.uk

Phone: **+44 333 700 1040**

Post: **Customer Service Department,
Legal Protection Group Limited,
Lysander House, Catbrain Lane,
Cribbs Causeway, Bristol BS10 7TQ,
United Kingdom**

If your complaint still cannot be resolved to your satisfaction, then you can contact the Financial Services and Pensions Ombudsman as long as you are eligible to complain:

Email: info@fspo.ie

Phone: **+353 1 567 7000**

Post: **Financial Services and Pensions Ombudsman,
Lincoln House, Lincoln Place, Dublin 2, D02 VH29**

You can also visit their website

www.fspo.ie

and follow the guidelines on how to complain.

Using the Financial Services and Pensions Ombudsman does not affect your legal rights.

Full details of the complaints process can be found in the policy wording.

LEGAL PROTECTION GROUP LIMITED

Irish Office:

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www.legalprotectiongroup.ie

Head and Registered Office:

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Registered in England and Wales, company number 10096688

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