



Demands and Needs Statement
Commercial Legal Protection Policy (fees and awards)

1. This product meets the demands and needs of any organisations that requires:
 - (a) legal protection insurance to cover the costs of representation resisting any Employment Tribunal claim;
 - (b) legal protection insurance to cover the costs of representation resisting criminal charges in employment/work related and health and safety cases;
 - (c) legal protection insurance to provide cover, wherever possible, against Employment Tribunal awards;
 - (d) access to an advice service which will provide pragmatic, legally sound and best practice advice; and
 - (e) legal protection insurance which leaves the decision making with yourself as to whether you wish to settle the case and which does not give the insurer the right to impose economic reasons for settlement, especially in cases where the matter of principle might be involved.

2. **Provider**

The Commercial Legal Protection Policy is provided by the Irwell Insurance Company Ltd. Irwell is authorised and regulated by the Financial Services Authority (FSA) to conduct general insurance business sections 13 and 17.

Peninsula Business Services Ltd has no share holding in the Irwell Insurance Company Limited. Irwell Insurance Company Limited has no share holding in Peninsula Business Services Ltd.

The main benefits of this insurance are:

- (a) it covers the cost of representation in **any** Employment Tribunal case (providing the terms of the policy are met);
- (b) it covers the cost of representation resisting criminal charges in employment (work related) and health and safety in criminal cases (providing the terms of the policy are met);
- (c) it pays Tribunal basic awards (other than redundancy payments) and compensatory awards (subject to the maximum limit) determined by a Tribunal in circumstances of an unfair dismissal (for potentially fair reasons) finding or finding of unlawful discrimination (subject to the unfair dismissal maximum limit), (providing the terms of the policy are met);
- (d) Peninsula Business Services Ltd provide a 24 Hour Advice Service, accessible 365 days a year, which is available as often as you need and for which there is no additional charge which contributes considerably to early resolution of problems; and
- (e) This Irwell policy will fund economical settlements either to avoid attending to resist the claim, or, in the event of a case being lost in Tribunal, to prevent a return to Tribunal for a Remedies Hearing, if you so wish.
- (f) Unlike other policies, the Irwell policy gives you the right to **decide** whether you would wish to settle the case if economically viable to do so, for example this allows you to decide to settle or if you feel that you ought not to settle but should resist the claim as a matter of principle (for example you believe it wrong to settle with a thief you have dismissed) then yours is the ultimate decision.
- (g) In addition, even if the prospects of winning are assessed as poor, Irwell has to defer to your decision.

In summary, Irwell does not impose common clauses which are included in some other Commercial Protection Insurance, namely Irwell will not

(i) decline cover if, in its judgement, prospects of success are poor; or

(ii) automatically settle a case, if in its judgement, it is cheaper to settle the case than it is to resist it and win.

You retain the right to give instructions to us with the reassurance that your Peninsula Advocate will fully brief you on the merits of your case to allow you to make an informed choice.

- (h) Finally even when the terms of the policy have not been complied with, thus resulting in no funding being available from Irwell either to fund costs or awards, Peninsula may undertake, for the purpose of maintaining the goodwill of valued clients, the defence of the claim, (usually up to and including representation at Tribunal, or civil court, including a minimum of one day of hearing at no charge to the client).
3. The maintenance of the insurance cover is dependent on you complying with the conditions of the policy, including full disclosure of all material circumstances (as is common to all insurance policies). You should note that the free representation described in 2(f) above is not provided by and is not covered by the Irwell Insurance Company Ltd policy.
4. The amount of cover provided, (currently):
- a) there is a limit of £100,000 per insured event (or series of events linked by time or cause); and
 - b) a maximum of £2,000,000 for all claims in one policy year.

We assess this as being sufficient for your reasonable needs.

5. Peninsula Business Services Limited will only provide you, the customer, with information on the Insurance policies available from us, so that you are able to make an informed decision. Peninsula Business Services Limited will not provide a recommendation on the suitability of any other Insurance policy.
6. If you wish to register a complaint, please contact us:

... in writing Write to the Compliance and Quality Department, Peninsula Business Services Ltd,
Riverside, New Bailey Street, Manchester M3 5PB

... by phone Telephone: 0161 834 2773

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

Complaints will be acknowledged within five working days of receipt. We would hope then to provide a full response within 14 working days. In some, complicated, cases where members of staff from several departments have to be interviewed and archive material retrieved it may not be possible to provide a full response within 14 working days, in which case you will be notified of the problem with an estimated timescale for resolving the matter which we would envisage would not normally exceed eight weeks.

Your legal rights are not affected by your acceptance of these terms of business.

Signed

Peninsula Business Services Ltd