



Your Employment Insurance made easy:

brightinsure

Underwritten by Irwell Insurance Company

 bright^{hr}

BrightInsure Insurance Policy

IMPORTANT: Please read this policy carefully and in full to familiarise yourself with the policy terms and conditions, as well as the:

- BrightAdvice Helpline
- BrightHR Website
- Claims Procedure

Bright HR Limited ("BrightHR") is responsible for administering this policy on behalf of the Insurer, Irwell Insurance Company Ltd ("Irwell"). If you are unsure about anything in this document, please contact your Bright HR representative.

Contact Information

To make a claim call BrightHR on **0844 892 3927** between 9am and 5pm weekdays (except Bank Holidays) or email BrightInsure@brighthr.com

Postal Address

BrightHR, The Peninsula, Victoria Place, Manchester M4 4FB

BrightAdvice - Employment Advice Helpline

Call us on **0844 892 3927**. Available 24 hours a day, 365 days a year.

BrightHR Website

Go to www.brighthr.com

If there is something you would like to discuss, send us and email to brighinsure@brighthr.com

Who is BrightHR?

We provide nationwide service from our Manchester Head Office and are part of the Peninsula Group of Companies, a UK leader in employment and Health & Safety consultancy services. We are an Authorised Representative of Peninsula Business Services Ltd, authorised and regulated by the Financial Conduct Authority for the sale of non-investment insurance contracts. We are responsible for administering this insurance policy and authorised to handle claims on behalf of the Insurer, Irwell Insurance Company Limited.

Who is Irwell Insurance Company Ltd ("Irwell")?

Established in 1994, Irwell Insurance Company Limited has been underwriting legal expenses insurance for over 20 years. Irwell is authorised by the Prudential Regulation Authority (PRA) and is regulated by the Financial Conduct Authority (FCA) to conduct general insurance business. Irwell underwrites this insurance policy. PRA Registration No. 202897. Irwell is covered by the Financial Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the costs of your claim in the unlikely event that Irwell cannot meet its obligations. Further information about compensation scheme amendments is accessible at www.fscs.org.uk

Important information

Claims procedure

BrightHR is responsible for administering this policy and is authorised to handle notified claims on behalf of the Insurer.

If you need to make a claim you must notify BrightHR as soon as possible.

1. Under no circumstance should you instruct your own solicitor as the Insurer will not pay any costs incurred without their prior agreement.
2. Your supporting documentation can be submitted to BrightHR by email or post using the details shown on page 1.
3. If you have notified BrightHR of your claim by email, you will be sent a written acknowledgement within 48 hours and they will let you know if any more information is required.
4. Once all information needed to assess the availability of cover under the policy has been provided, BrightHR will write to you either:
 - a) Confirming cover under the terms of your policy and advising you of next steps to progress your claim; or
 - b) If the claim is not covered, explaining in full the reasons why and advising whether BrightHR can assist in another way.
5. You can rest assured that your claims handler will be experienced in your specific type of claim and will understand any concerns you may have and be there to support you every step of the way.
6. When a representative is appointed, they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the Tribunal or Court.

Privacy statement

This is a summary of how we collect, use, share and store personal data. Our full privacy policy for customers is available via our website <https://www.brighthr.com/terms>

Collecting Personal Data

We and/or Irwell may be required to collect certain personal or special category data. Personal data may include name, address and date of birth. If appropriate, we may need to collect special category data such as medical information. We will hold and process this data in accordance with the General Data Protection Regulations.

Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as representatives we appoint to act for you in accordance with the terms of this policy or suppliers we appoint to process the handling of claims.

Using personal or special category data

The reason we collect personal or special category data is to fulfil our contractual and regulatory obligations in providing this insurance product. To fulfil these obligations we may need to share personal or special category data with other organisations.

We will not disclose personal or special category data for any purpose other than the purpose for which it was collected, except to comply with a legal obligation placed upon us. Please refer to our full privacy policy for full details.

Retention of Data

We shall not keep personal information for any longer than necessary.

Your Rights

Any person insured by this policy has a number of rights in relation to how we hold personal data. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy policy.

BrightInsure Insurance Policy

IMPORTANT: This is a 'claims made' insurance policy in respect of which only claims notified to us during the Period of Insurance may be covered.

This policy, the policy schedule and any endorsement must be considered one document. The information supplied by you, when taking out this insurance, shall be incorporated into the contract.

The Insurer will provide the cover as long as:

- a. the premium has been paid; and
- b. we receive your claim in writing during the period of insurance; and
- c. any employment dispute and legal proceedings are in the United Kingdom of Great Britain and Northern Ireland, Isle of Man or Channel Islands.

Policy Limits of Indemnity

- £100,000 each and every claim resulting from one or more events arising at the same time or from the same originating cause;
- £1,000,000 for all claims notified within the period of insurance (aggregate limit).

Territorial Limit

United Kingdom of Great Britain and Northern Ireland, Isle of Man, Channel Islands.

MEANING OF WORDS IN THIS POLICY

IMPORTANT: Certain words and terms contained in this policy appear in **bold** and have been defined below because they have the same meaning wherever they appear.

Policyholder/You/Your

The person, firm or company specified in the schedule and declared to **us**.

BrightHR/We/Us/Our

BrightHR Limited. Responsible for administering this policy and authorised to handle all notified claims on behalf of the **Insurer**.

Insurer/Irwell

Irwell Insurance Company Limited ("**Irwell**"). The underwriter of this policy.

Appointed Representative

A suitably qualified person or firm **we** appoint to act for **you** in accordance with the terms of this policy.

Period of Insurance

The period for which cover has been agreed.

Representation

All reasonable and necessary legal costs incurred with **our** consent and charged to **you** by the **Appointed Representative** in defending legal proceedings, including any consequent appeal.

Compensation

- a. Any basic and compensatory award awarded against **you** by a Court or Tribunal; or
- a. Economic settlements approved in Advice by **us** in settlement of an employment dispute.

Legal Proceedings

Civil Court or Employment Tribunal proceedings and any consequent appeal to which **we** agree.

Any appeal must, in **our** opinion, be more likely than not to succeed.

Employee

A proprietor, director, partner, manager, officer, employee or worker of the **Policyholder**.

Employment Dispute

A dispute with

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

Your policy cover

The Insurer will pay legal costs & expenses including the cost of appeals and compensation awards up to the limit of indemnity and aggregate limit specified in the schedule to which this policy attaches for all accepted claims related by time or originating cause, subject to all of the following requirements being met.

1. **You** have paid the insurance premium.
2. **You** have kept to the terms and conditions of the policy and cooperated fully with **us**.
3. The claim arises in connection with the business shown in the schedule to which this policy attaches and occurs within the territorial limit.
4. The claim is reported to **us** during the **Period of Insurance** and as soon as you become aware of circumstances which could give rise to a claim.
5. Unless there is a conflict of interest, you always agree to use the **Appointed Representative** chosen by **us** in any claim.

Insured Incidents

1. EMPLOYMENT DISPUTES - LEGAL COSTS & EXPENSES

What is Covered

Defending **you** in **legal proceedings** during a dispute with

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

Provided that

- a. **You** have taken all reasonable steps to prevent any claim arising; and
- b. **You** have **sought** and diligently followed the advice from BrightAdvice (Employment Consultancy Advice Line) on the legally correct procedure to follow
 - as soon as the issue starting the events which led to the claim became known; and
 - before **you** took any action; and
 - continuously as the matter developed until the dispute was concluded.

What is not covered

- a. Any claim relating to any actual or alleged:
 - dismissal or dispute; or
 - act, omission, or other matter complained of which existed before **your** policy came into effect.
- b. Any dispute **you** cause intentionally.
- c. Any claim for personal injury, illness, disease, death or loss of or damage to property.

2. EMPLOYMENT DISPUTES - AWARDS

What is Covered

- a. Compensation awarded in respect of a claim **we** have accepted under Insured Incident 1a) or 1b).

Provided that

- a. **You** have taken all reasonable steps to prevent any claim arising and;
- b. **You** have sought and diligently followed the advice from BrightAdvice (Employment Consultancy Advice Line) on the legally correct procedure to follow
 - as soon as the issue starting the events which led to the claim became known; and
 - before **you** took any action; and
 - continuously as the matter developed until the dispute was concluded.

What is not covered

Compensation relating to:

- a. Any award made by a Court or Tribunal for Direct Discrimination.
- b. Any award made by a Court or Tribunal for Harassment or Victimisation.
- c. Any award made by a Court or Tribunal for a dismissal that is found to be Automatically Unfair.
- d. Unpaid amounts due under a contract of employment or statutory provision relating to it.
- e. The Breach of a fixed term contract by the **Policyholder**.
- f. Trade Union activities, Trade Union Membership and non-membership.

IMPORTANT: The above list is not exhaustive, for full details of the conditions and exclusions which apply to **your** whole policy, please refer to pages **8, 9 and 10** of this document.

What is not covered by your policy

1. Any employment related claim where **you** have failed to take and follow the advice provided by BrightAdvice (Employment Consultancy Advice Line) on the legally correct procedure to follow.
2. Any award of **compensation** made by a Court or Tribunal for Direct Discrimination pursuant to Section 13 of the Equality Act 2010 or subsequent applicable legislation.
3. Any award of **compensation** made by a Court or Tribunal for Harassment and/or Victimisation pursuant to Section 26 and 27 of Equality Act 2010 or subsequent applicable legislation.
4. Any award of **compensation** made by a Court or Tribunal for a dismissal that is found to be Automatically Unfair.
5. Unpaid amounts due under a contract of employment or statutory provision relating to it.
6. Any claim arising from the breach of a fixed term contract.
7. Any claim arising from Trade Union Activities, Trade Union Membership or non-membership.
8. **Your** failure to comply with a reinstatement or re-engagement order, or with a recommendation by any court or tribunal.
9. Any liability for **compensation** or **representation** costs relating to or arising from:
 - any claim for personal injury, illness, disease, death or loss of or damage to property; or
 - any actual or alleged dismissal or dispute; or act, omission, or other matter complained of, which existed before **your** policy came into effect; or
 - any employment dispute **you** cause deliberately.
10. 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. Any **representation** costs or **compensation** awards incurred without our consent.
12. Any financial penalty imposed by a Court or Tribunal other than **compensation**.
13. Any claim if, at the start or during the course of the claim, **you**
 - are bankrupt or have filed a petition for bankruptcy or a winding-up petition; or
 - enter into a deed of arrangement with creditors; or
 - are in liquidation; or
 - put part or all of **your** affairs or property into the care or control of a receiver or administrator.
14. 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; or
 - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or any of its nuclear parts; or
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
15. Any claim relating to any non-contracting party's right to enforce all or any part of this policy. The Contract (Rights of Third Parties) Act 1999 does not apply to this policy.
16. Protective awards under the Trade Union and Labour Relations (Consolidation) Act 1992 and protective awards under the Transfer of Undertaking (Protection of Employment) Regulations 2006 or such equivalent legislation in force in the Channel Islands.

Conditions which apply to your whole policy

GENERAL CONDITIONS

1. Policy Administration

BrightHR will administer the policy on behalf of the **Insurer**.

2. Compliance

You must keep to the terms and conditions of **your** policy.

3. Preventing Claims

You must take all reasonable steps to prevent any claim arising.

4. Alteration in risk

You must notify **us** immediately of any merger or acquisition, or disposal of any business or significant business activities or any other alteration which may materially affect the **Insurer's** assessment of the risk.

5. Cancellation

You may cancel the policy within 14 days of the date of its purchase with a full refund of premium paid. If **you** wish to cancel **your** insurance after this period, **we** will refund the premium for the remaining **period of insurance**. The Insurer may cancel your policy by writing to you at least 30 days beforehand.

6. Differences

If there is a disagreement arising from **your** policy that is not resolved through **our** internal complaints procedures, the parties in dispute can choose another suitably qualified person to arbitrate. All parties must agree to the choice 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 costs are shared. These costs will not be recoverable under this policy.

7. Jurisdiction

Your policy is governed by English law.

8. Acts of Parliament

All Acts of Parliament within **your** policy wording include equivalent legislation in Scotland and Northern Ireland.

CLAIMS CONDITIONS

1. Information about the Claim

- a) **You** must send **us** written details of any claim as soon as possible.
- b) **You** must, if **we** ask, complete and return a claim form to **us** promptly along with any supporting information **we** require.
- c) **You** must at all times give the **Appointed Representative** and **us** a full and truthful account of **your** affairs including relevant supporting information.
- d) **You** or the **Appointed Representative** must, if **we** ask, send **us** in writing any relevant information **we** require.
- e) **You** or the **Appointed Representative** must tell **us** of any offer to settle a claim as soon as possible.

2. Representation

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

If an **Appointed Representative** refuses to continue acting for **you** with good reason, or if **you** dismiss an **Appointed Representative** without good reason, the cover will end at once, unless **we** agree to appoint another representative.

3. Control of the Claim

We will have direct contact with the **Appointed Representative** who must

- a) represent **you** according to **our** terms of appointment; and
- b) co-operate fully with **us** at all times; and
- c) keep **us** up to date with the progress of the claim; and
- d) take all steps to keep any amount the **Insurer** has to pay as low as possible.

You must

- e) co-operate fully with the **Appointed Representative** and **us** at all times; and
- f) follow the **Appointed Representative's** advice; and
- g) take all necessary steps to keep any amount the **Insurer** has to pay as low as possible; and
- h) have the representation costs taxed, assessed or audited if **we** ask; and
- i) give the **Appointed Representative** any instructions that **we** require.

4. Settlement

- a) The **Insurer** can settle the claim by paying the reasonable value of **your** claim.
- b) **You** must not negotiate, settle the claim or agree to pay legal costs & expenses without **our** written agreement.
- c) If **you** refuse to settle the claim, following advice to do so from the **Appointed Representative**, the **Insurer** reserves the right to refuse to pay further legal costs.
- d) If **you** or the **Appointed Representative** negotiate, settle or withdraw from a claim without **our** consent, or refuse an offer which **we** consider reasonable to settle a claim, then cover will end at once.

5. Consent

You must agree to **us** and/or the **Insurer** having sight of the **Appointed Representative's** file relating to your claim.

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

6. Other Insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

How we handle complaints

Step 1

BrightHR aim to give a high standard of service at all times. However, if you are unhappy with the service for any reason and you wish make a complaint this should be addressed to the Bright Service Team. All complaints will be dealt with by a designated person so you will have a definite point of contact. All clients can contact this designated person if they have any questions or queries, or if they wish to enquire about the progress of a complaint. Client Experience can be reached in the following ways:

- Phone: **0844 892 3927** (hours of operation are 8am – 5.30pm, Monday to Fridays excluding bank holiday, calls may be recorded for training purposes).
- Email: BrightInsure@brighthr.com
- Address: Bright HR, The Peninsula, Victoria Place, Manchester M4 4FB.

Step 2

Irwell Insurance Company Ltd

Should you wish you can pursue your complaint with Irwell. Irwell can be reached in the following ways:

- Phone: **0161 836 9247** (hours of operation are 9am – 5.30pm, Monday to Fridays excluding bank holiday, calls may be recorded for training purposes).
- Email: Irwell@Irwell.com
- Address: Irwell Insurance Company Limited, 2 Cheetham Hill Road, Manchester, M4 4FB.

Step 3

Financial Ombudsman Service (FOS)

If your complaint cannot be resolved to your satisfaction then you may be able to refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

- Phone: **0300 123 9123** or **0800 023 4567**
- Email: complaint.info@financial-ombudsman.org.uk
- Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.