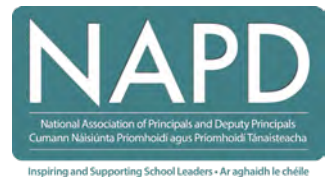




GROUP

LEGAL PROTECTION

THIS IS YOUR POLICY WORDING



FIRST FOR JUSTICE

HELPLINE SERVICES

We provide these services 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange a call back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all calls.

LEGAL ADVICE SERVICE

Call **1850 670 747** (or **01 670 7474**)

We will give an **insured person** confidential legal advice over the phone on any professional or personal problem under the laws of the Republic of Ireland and the United Kingdom of Great Britain and Northern Ireland.*

Wherever possible the Legal Advice Service aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange a call back at a time to suit the **insured person**.

Our legal advisers provide advice on the laws of the Republic of Ireland 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **we** will refer the **insured person** to one of **our** specialist advisers. This will include certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

*In the event that the legal advice from **our** Legal Advice Service does not resolve the issue, DAS will refer the **insured person** to an educational legal specialist from its panel. If the **insured person** wishes to use a legal firm not on the DAS panel, he/she should first agree this with DAS

COUNSELLING

Call **1850 670 407** (or **01 881 8047**)

We will provide all NAPD members (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

The counselling service helpline is open 24 hours a day, seven days a week.

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

When phoning, the **insured person** should quote that they are NAPD members covered under policy number **TT2/7131502**. Please do not phone **us** on the above numbers to report a general insurance claim.

CONTENTS

HELPLINE SERVICES	2
WELCOME TO GROUP LEGAL PROTECTION	4
When we cannot help	4
Making a claim	4
GROUP LEGAL PROTECTION	5
Limit of indemnity	5
THE MEANING OF WORDS IN THIS POLICY	6
INSURED INCIDENTS WE WILL COVER AND EXCLUSIONS	7
1 Legal defence	7
2 Disciplinary hearings	7
3 Bodily injury	7
WHAT IS NOT COVERED BY THIS POLICY	8
CONDITIONS WHICH APPLY TO THE WHOLE POLICY	9
DATA PROTECTION	11
Who we are	11
How we will use your information	11
What is our legal basis for processing your information?	11
How long will your information be held for?	11
What are your rights?	12
How to make a complaint	12
HOW TO MAKE A COMPLAINT	13
DAS HEAD AND REGISTERED OFFICES	14

WELCOME TO GROUP LEGAL PROTECTION

Thank you for insuring with DAS. This Group Legal Protection Policy is underwritten by DAS Legal Expenses Insurance Company Limited.

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. If the member has any questions or would like more information, please contact the National Association of Principals and Deputy Principals (NAPD) Head Office.

It will help if you keep the following points in mind:

WHEN WE CANNOT HELP

Please do not ask for help from a solicitor, accountant or anyone else before **we** have agreed that you should do so. If the **insured person** does, **we** will not pay the costs involved even if **we** accept the claim.

MAKING A CLAIM

If the issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, please phone **us** on **01 670 7470** and **we** will send the **insured person** a claim form. **We** cannot confirm cover for the **insured person's** claim over the phone. Please send the **insured person's** completed claim form or written details of the **insured person's** claim to the **Claims Department | DAS Legal Expenses Insurance Company Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin D02 WR20** or e-mail to **claims@das.ie**

Once the **insured person** has sent **us** the details of the claim and if **we** have accepted it, **we** will start to resolve the **insured person's** legal problem. Claims are usually handled by an **appointed representative** appointed by **us**, but sometimes **we** deal with them ourselves. Claims outside the Republic of Ireland may be dealt with by DAS offices elsewhere in Europe.

GROUP LEGAL PROTECTION

- 1 This policy, the policy schedule and any endorsement shall be considered as one document. The proposal or any information supplied by **the policyholder** shall be incorporated in the contract.
- 2 This policy will cover the **insured person**. **We** agree to provide the insurance in this policy in accordance with the operative covers shown in the policy schedule, as long as:
 - (a) The premium has been paid.
 - (b) The **date of occurrence** of the insured incident happens during the **period of insurance** and within the **territorial limit**; and
 - (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 the **insured person** will recover damages (or other legal remedy which **we** have agreed to) or make a successful defence.
- 3 For all insured incidents, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the statutory time limits allowed that they want **us** to appeal. Before **we** pay any **legal costs** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
- 4 If an agreed **appointed representative** is used, **we** will pay the **legal costs** for this.
- 5 For insured incident **3 Bodily injury** claims, **we** will pay the application fee required by the **injuriesboard.ie (IB)**.

LIMIT OF INDEMNITY

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause is 150,000 euros.

THE MEANING OF WORDS IN THIS POLICY

appointed representative	The lawyer or other suitably qualified person, who has been appointed to act for the insured person under Condition 2 of the policy.
date of occurrence	<p>(i) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the insured person first became aware of it.)</p> <p>(ii) For criminal cases, the date the insured person began, or is alleged to have begun, to break the law.</p> <p>(iii) For 2 Disciplinary hearings, the date the insured person first became aware of the formal investigation or disciplinary hearing against them.</p>
injuriesboard.ie (IB)	An independent statutory government body which assesses the amount of compensation due to a person who has suffered a bodily injury.
insured person	<p>For insured incidents 1 Legal defence and 2 Disciplinary hearings The members of the policyholder declared to us.</p> <p>For insured incident 3 Bodily injury The members of the policyholder declared to us and members of their family who always live with them. Anyone claiming under this policy must have the members of the policyholder's agreement to claim.</p>
legal costs	All reasonable and necessary costs chargeable by the appointed representative . Also the costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or pays them with our agreement.
period of insurance	The period for which we have agreed to cover the insured person .
territorial limits	<p>For insured incidents 1 Legal defence and 2 Disciplinary hearings The Republic of Ireland.</p> <p>For insured incident 3 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.</p>
the policyholder	As shown in the policy schedule.
we, us, our	DAS Legal Expenses Insurance Company Limited.

INSURED INCIDENTS WE WILL COVER AND EXCLUSIONS

1 LEGAL DEFENCE

- (1) **Legal costs** to defend the **insured person's** legal rights if an event arising from the **insured person's** work as an employee leads to the **insured person** being prosecuted in a court of criminal jurisdiction.
- (2) **Legal costs** to defend the **insured person's** legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of their employer's employees.
- (3) **Legal costs** to defend the **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or the driving of a motor vehicle.
- (4) **Legal costs** to defend the **insured person's** legal rights in any claim relating to the **insured person's** alleged dishonesty or alleged violent behaviour arising from the **insured person's** work as an employee.

What is not covered

- (1) Parking offences.
- (2) The driving of a motor vehicle by the **insured person** for which the **insured person** does not have valid motor insurance.
- (3) Any claim that arises from an **insured person's** use of drink or drugs.

2 DISCIPLINARY HEARINGS

Legal costs to represent an **insured person's** legal rights throughout a formal investigation or disciplinary hearing conducted by the Teaching Council.

3 BODILY INJURY

Legal costs to pursue the **insured person's** legal rights following a specific or sudden accident which causes the death of, or bodily injury to, them. This includes assisting the **insured person** to register their claim with the injuriesboard.ie (IB).

What is not covered under Bodily injury

- (1) Any claim relating to the following:
 - (a) any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident;
 - (b) deep vein thrombosis or its symptoms that result from an **insured person** travelling by air;
 - (c) defending an **insured person's** legal rights, but defending a counter-claim is covered;
 - (d) the **insured person** is driving a motor vehicle.
- (2) The cost of obtaining a medical report when registering a claim with the injuriesboard.ie (IB).

WHAT IS NOT COVERED BY THIS POLICY

- 1 A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence or **we** consider **our** position has been prejudiced.
- 2 Any incident or matter arising prior to the start of this policy.
- 3 Any **legal costs** incurred before the written acceptance of a claim by **us**.
- 4 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
- 5 Any insured incident deliberately or intentionally caused by the **insured person**.
- 6 Any claim relating to written or verbal remarks which damage the **insured person's** reputation.
- 7 A dispute with **us** not otherwise dealt with under Condition 7.
- 8 An application for Judicial Review or any defence of Judicial Review proceedings.
- 9 Any legal action the **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
- 10 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.
- 11 Any claim directly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
- 12 Any claim relating to written or verbal remarks that damage the **insured person's** or any other person's reputation.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- 1 The **insured person** must:
 - (a) Keep to the terms and conditions of this policy.
 - (b) Take reasonable steps to keep any amount **we** have to pay as low as possible.
 - (c) Try to prevent anything happening that may cause a claim.
 - (d) Send everything **we** ask for in writing.
 - (e) 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 the **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of the **insured person**.
 - (b) If **we** agree to start legal proceedings, and it becomes mandatory for the **insured person** to be represented by a lawyer, or if there is a conflict of interest, the **insured person** can choose an **appointed representative** by sending **us** the lawyers name and address. **We** may choose not to accept the choice of lawyer, but only in exceptional circumstances. If there is a disagreement over the choice of **appointed representative**, another lawyer will be appointed to decide the matter (see Condition 7 below).
 - (c) Before the **insured person** chooses a lawyer, **we** can choose an appointed lawyer.
 - (d) An **appointed representative** will be appointed by **us** and represent the **insured person** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **appointed representative**.
 - (f) The **insured person** must co-operate fully with **us** and with the **appointed representative** and must keep **us** up-to-date with the progress of the claim.
 - (g) The **insured person** must give the **appointed representative** any instructions that **we** ask for.
- 3
 - (a) The **insured person** must tell **us** if anyone offers to settle a claim.
 - (b) If the **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay any further legal costs.
 - (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, the **insured person** must tell the **appointed representative** to have **legal costs** taxed, assessed and audited.
 - (b) The **insured person** must take every step to recover **legal costs** that **we** have to pay and must pay **us** any **legal costs** that are recovered.
- 5 If an **appointed representative** refuses to continue acting for the **insured person** with good reason, or if the **insured person** dismisses an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another representative.
- 6 If the **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **legal costs** paid by **us**.
- 7 If **we** or the **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** must both agree to this in writing. If **we** cannot agree with the **insured person** about the choice of the second suitably qualified person, **we** will ask the president of the Law Society of Ireland to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
- 8 **We** may at **our** discretion require the **insured person** to obtain (at the **insured person's** expense), an opinion from a barrister chosen by the **insured person** and **us**, as to the merits of a claim or proceedings. If the barrister'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** **The policyholder** can cancel this policy by telling **us** at any time as long as they tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **the policyholder** at least 14 days beforehand.

Subject to the terms of business between **the policyholder** and the person who sold **the policyholder** this policy, **the policyholder** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **the policyholder** and the person who sold **the policyholder** this policy. Please contact them directly for full details of charges.

- 10** **We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:
- (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
 - (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the Gardaí, government bodies and anti-fraud organisations.

- 11** This policy will be governed by Irish Law. All acts of the Oireachtas within the policy wording shall include any subsequent amendment or replacement legislation.

DATA PROTECTION

To comply with the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 and the Data Protection Act 2018 (and any legislation which amends, extends, consolidates, re-enacts or replaces the same, including any statutory instruments and regulations that may be made pursuant thereto) **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

We may collect personal details, including the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the **insured person's** personal information either directly from them, the third party dealing with the **insured person's** claim or from the authorised partner who sold them the policy.

WHO WE ARE

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **insured person's** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Office of the Data Protection Commissioner in the Republic of Ireland, and the Information Commissioner's Office in the UK. DAS Ireland has a Data Protection Officer who can be contacted through dataprotection@das.ie

HOW WE WILL USE YOUR INFORMATION

We may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the **insured person** has, their information may also be sent outside the EEA so the service provider can administer their claim.

We will take all steps reasonably necessary to ensure that the **insured person's** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the **insured person's** personal data to any other person or organisation unless **we** are required to by **our** legal and regulatory obligations. For example, **we** may use and share the **insured person's** data with other organisations and public bodies, including the Gardaí and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via **our** website.

WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for **us** to use the **insured person's** personal information to perform **our** obligations in accordance with any contract that **we** may have with the **insured person**. It is also in **our** legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that **we** may have with you.

HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain the **insured person's** personal data for 7 years. **We** will only retain and use their personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If you wish to request that **we** no longer use the **insured person's** personal data, please contact **us** at dataprotection@das.ie

WHAT ARE YOUR RIGHTS?

The **insured person** has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer
DAS Legal Expenses Insurance Company Limited
Europa House
Harcourt Centre
Harcourt Street
Dublin 2
D02 WR20

Or via email: dataprotection@das.ie

HOW TO MAKE A COMPLAINT

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then they have the right to apply directly to the Office of the Data Protection Commissioner for a decision. The Data Protection Commissioner can be contacted at:

Data Protection Commissioner
Canal House
Station Road
Portarlinton
R32 AP23
Co. Laois

www.dataprotection.ie

HOW TO MAKE A COMPLAINT

We will always try to give you a quality service. If the **insured person** thinks **we** have let them down, the **insured person** should write to **our** Head of Operations at **DAS Legal Expenses Insurance Company Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20**. The **insured person** can also phone **us** during standard office hours on **01 670 7470** or email **us** at **customerrelations@das.ie**. Details of **our** internal complaint handling procedures are available on request.

If the **insured person** is still not satisfied they can contact the Insurance Division of the Financial Services and Pensions Ombudsman (FSPO) at **Lincoln House | Lincoln Place | Dublin 2 | D02 VH29**. The **insured person** can also contact them by emailing their Information Service at **info@fspo.ie** or calling them on **+353 1 567 7000**. Website **www.fspo.ie**

The **insured person** can also contact the Information Service at **5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8** or by phoning **01 676 1820**. Website **www.insuranceireland.eu**

Using these services does not affect the **insured person's** right to take legal action.

DAS HEAD AND REGISTERED OFFICES

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its head and registered office at **DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**, registered in England and Wales, Company Number 103274. Registered as a branch in Ireland under number 903779.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority in the United Kingdom and is regulated by the Central Bank of Ireland (C738) for conduct of business rules.

Website: www.das.ie

www.das.co.uk

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