

# Commercial Legal Protection Policy – Policy No. TS5/7012026

Arranged through

GJIS Limited, Peel Place, 50 Carver Street, Birmingham B1 3AS Telephone: +44 (0)121 233 3401. Fax: +44 (0)121 236 2276

## HELPLINE SERVICES

DAS provide these services 24 hours a day, 7 days a week during the period of insurance. To help check and improve service standards, all calls are recorded.

## COMMERCIAL LEGAL ADVICE

DAS will give you confidential legal advice over the phone on any commercial legal problem affecting your business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting your business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility.

To contact the above services, phone DAS on 1850 670747 quoting policy number TS5/7012026.

## HEALTH & MEDICAL INFORMATION SERVICE

DAS will give an insured person information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

To contact the above service, phone DAS on 1890 254164.

## COUNSELLING

DAS will provide your employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone DAS on 1850 670407. These calls are not recorded.

*DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not phone DAS to report a general insurance claim.*

## ENQUIRIES OR PROBLEMS

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. **Please take extra care in following the procedures under Employment Financial Compensation Awards cover (insured incident 1(b)).**

If you have any questions or would like more information, please contact GJIS Limited.

DAS will always try to give you a quality service. If you think they have let you down, please write to their Managing Director at DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH and he will try to help.

DAS Legal Expenses Insurance Company Ltd is authorised and regulated by the Financial Conduct Authority and is subject to the Irish Financial Regulator's conduct of business rules. The regulatory system which applies in Ireland is different to that which applies in the UK.

## CLAIMS PROCEDURE

Once you have sent DAS the details of your claim and they have accepted it, they will start to resolve your legal problem.

Always report your claim in writing and as soon as possible. DAS can send you a claim form to help you do this.

DAS normally deal with claims through their Legal Claims Centre but sometimes they use appointed lawyers.

Send your claim to:  
DAS Legal Expenses Insurance Company Limited, 12 Duke Lane, Dublin 2.

Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, they will not pay the costs involved.

## COMMERCIAL LEGAL PROTECTION POLICY – POLICY NO: TS5/7012026

Arranged through:GJIS Limited, Peel Place, 50 Carver Street, Birmingham B1 3AS Telephone +44 (0) 121 233 3401 Fax +44 (0) 121 236 2276

This policy will cover the **insured person** in respect of any **insured incident** arising in connection with the business if the premium has been paid.

We agree to provide the insurance in this policy as long as:

- (a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- (b) the claim is reported to **us** as soon as the **insured person** becomes aware of it and within 180 days of the **date of occurrence**.
- (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 an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this.

**We** will pay Employment Financial Compensation Awards that **we** have agreed to.

For **insured incident 4 (b) Bodily Injury** claims **we** will pay the application fee required by the Personal Injuries Assessment Board (PIAB).

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €400,000.

## THE MEANING OF WORDS IN THIS POLICY

- 1 We, us, our**  
DAS Legal Expenses Insurance Company Limited
- 2 The policyholder**  
As shown in the certificate.
- 3 Insured person**  
The **policyholder** and the directors, partners, managers and employees of the **policyholder**.
- 4 Appointed representative**  
The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this policy.
- 5 Period of insurance**  
The period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.
- 6 Date of occurrence**
  - (1) For civil cases (other than under **insured incident - 5 Tax Protection**), the **date of occurrence** is when the cause of action first accrued.
  - (2) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.
  - (3) For licence or registration appeals, the **date of occurrence** is when the **policyholder** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **policyholder's** licence.

- (4) For **Tax Protection**, the **date of occurrence** is when the relevant authority sends an assessment or written decision to the **policyholder** following an audit.

## 7 Costs and expenses

### - Legal costs

All reasonable and necessary costs chargeable by the **appointed representative** on a party/party basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

### - Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the **appointed representative** in accordance with **our** claims handling instructions.

### - Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **appointed representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **we** will pay is based on the following:

- the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

## 8 Territorial limit

### For insured incidents 2 Legal Defence (excluding 2(4), and 4(b) 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 (West of the Bosphorus).

For all other **insured incidents**  
The Republic of Ireland.

## INSURED INCIDENTS WE WILL COVER

### 1 EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS

#### (a) Employment Disputes

**We** will defend the **policyholder's** legal rights:

- (1) prior to the issue of legal proceedings before a Rights Commissioner, court or tribunal following the dismissal of an employee; or
- (2) in legal proceedings in respect of any dispute with
  - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises

out of, or relates to, a contract of employment with the **policyholder**; or  
(b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

#### What is not covered

- (1) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by the policy.
- (2) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by the policy if the **date of occurrence** was within the first 180 days of the indemnity provided by the policy.
- (3) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by the policy.
- (4) Any claim in respect of damages for personal injury, including stress, bullying and harassment claims or loss of or damage to property.
- (5) Employee internal disciplinary or grievance procedures,
- (6) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.

#### (b) Employment Financial Compensation Awards

**We** will pay any financial compensatory award otherwise payable by the **policyholder** in respect of a claim **we** have accepted under **insured incident 1(a)**.

#### Provided that

- (1) *Throughout any contract of employment dispute the **policyholder** has sought and followed advice from **our** legal advice service.*
- (2) *For compensation following the **policyholder's** breach of statutory duty under employment legislation the **policyholder** has at all times sought and followed advice from **our** legal advice service since the date when the **policyholder** should have known about the employment dispute.*
- (3) *For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, but not the redundancy payment itself, the **policyholder** has sought and followed advice from **our** Claims Department prior to serving notice of redundancy.*
- (4) *The compensation is awarded by a Rights Commissioner or tribunal under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.*
- (5) *The total of the compensation awards payable by **us** shall not exceed €1,500,000 in any one period of insurance.*

#### What is not covered

- (1) Any compensation award relating to the

following:

- trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
  - statutory rights in relation to trustees of occupational pension schemes;
  - statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
  - (3) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 2000 or any amending legislation.
  - (4) Any financial compensation award or increase in financial compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

## 2 LEGAL DEFENCE

At the **policyholder's** request

- (1) **We** will defend the **insured person's** legal rights:
  - (a) prior to the issue of legal proceedings when dealing with the
    - Gardai; or
    - Health and Safety Authority and/or regional health boards where it is alleged that the **insured person** has or may have committed a criminal offence; or
  - (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.
- (2) **We** will defend the **policyholder's** legal rights following civil action taken against the **policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (3) **We** will defend the **insured person's** (other than the **policyholder**) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of the **policyholder's** employees.
- (4) **We** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **policyholder's** business.
- (5) **We** will represent the **policyholder** in appealing against the refusal of the Data Protection Commissioner to register the **policyholder's** application for registration.
- (6) **We** will pay the **attendance expenses** of an **insured person** for jury service.

#### Provided that

*In so far as proceedings under the Health and Safety and Welfare at Work Act 2005 are concerned, the **territorial limit** shall be any place where the Act applies.*

#### What is not covered

- (1) An **insured person** driving without valid motor insurance.
- (2) Any claims arising from parking or obstruction offences.
- (3) Any motor related prosecution where the **policyholder** owns or has use of more than 6 motor vehicles used for business purposes.

### 3 STATUTORY LICENCE PROTECTION

We will represent the **policyholder** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling the **policyholder's** licence.

#### What is not covered

- (1) An original application or application for renewal of a statutory licence.
- (2) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

### 4 PROPERTY PROTECTION AND BODILY INJURY

#### (a) Property Protection

We will negotiate for the **policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of the **policyholder**, following:

- (1) any event which causes or could cause physical damage to such material property; or
- (2) any nuisance or trespass.

#### What is not covered

Any claim relating to the following:

- (1) a contract entered into by the **policyholder**;
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by the **policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the **policyholder**;
- (4) mining subsidence;
- (5) defending the **policyholder's** legal rights other than in defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where the **policyholder** is engaged in the business of selling motor vehicles.

#### (b) Bodily Injury

At the **policyholder's** request, we will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

This includes assisting the **insured person** (and family member if applicable) throughout claims and legal advice service to register their claim with the Personal Injuries Assessment Board (PIAB).

#### What is not covered

1. Any claim relating to the following:
  - (a) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
  - (b) defending an **insured person's** or their family members' legal rights other than in defending a counter – claim or
  - (c) a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.
2. The cost of obtaining a medical report when registering a claim with the PIAB.

### 5 TAX PROTECTION

#### (a) Revenue Audits

We will negotiate on behalf of the **policyholder** and represent them in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into the **policyholder's** business accounts;

#### (b) Employers' Compliance

We will negotiate on behalf of the **policyholder** and represent them in any appeal proceedings in respect of a dispute concerning their compliance with Pay As You Earn or Social Insurance Contribution

Regulations following an audit by the Revenue Commissioners or the Department of Social Community and Family Affairs;

#### (c) VAT Disputes

We will represent the **policyholder** in any appeal proceedings following an audit carried out by the Revenue Commissioners in respect of Value Added Tax due.

#### Provided that

(1) For all **insured incidents**, the **policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.

(2) The **policyholder** and the **appointed representative** comply with our claims handling instructions throughout the course of the claim.

#### What is not covered

- (1) Any **insured incident** arising from a tax avoidance scheme.
- (2) Any **insured incident** caused by the failure of the **policyholder** to register for Value Added Tax.
- (3) Any **insured incident** undertaken by the Revenue Commissioners into alleged dishonesty or alleged criminal activities of the **policyholder**.

### HOW WE DEAL WITH TAX PROTECTION CLAIMS

Please refer to Appendices I and II on pages 10,11 and 12 of this wording.

### WHAT IS NOT COVERED BY THIS POLICY

- 1 **Costs and expenses** incurred before the written acceptance of a claim by us.
- 2 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than, compensation awards as covered under **insured incident 1(b) Employment Financial Compensation Awards**.
- 3 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 4 Any **insured incident** deliberately or intentionally caused by an **insured person**.
- 5 A dispute with us not otherwise dealt with under Condition 7.
- 6 Any claim relating to a shareholding or partnership share in the **policyholder** unless such shareholding was acquired under a scheme open to all employees of the **policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of the **policyholder**.
- 7 An application for judicial review or any defence of judicial review proceedings.
- 8 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.

9 Legal action an **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 When either at the commencement of or during the course of a claim, the **policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

11 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

### CONDITIONS WHICH APPLY TO THE WHOLE POLICY

1 An **insured person** must:

- (a) Keep to the terms and conditions of this policy;
- (b) Notify us immediately of any alteration which may materially affect our assessment of the risk;
- (c) Take reasonable steps to keep any amount we have to pay as low as possible;
- (d) Try to prevent anything happening that may cause a claim;
- (e) Send everything we ask for, in writing;
- (f) 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 an **insured person**, any claim or legal proceedings at any time We can negotiate any claim on behalf of an **insured person**.
  - (b) If we agree to start legal proceedings and it becomes mandatory for an **insured person** to be represented by a represented by a lawyer, or if there is a conflict of interest, an **insured person** can choose an **appointed representative** by sending us the suitably qualified person's name and address. We may choose not to accept the choice of representative, but only in exceptional circumstances.
  - (c) Before an **insured person** chooses a lawyer or an accountant, we can appoint an **appointed representative**.
  - (d) An **appointed representative** will be appointed by us and represent an **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) An **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) An **insured person** must give the **appointed representative** any instructions that **we** require.
- 3 (a) An **insured person** must tell us if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (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, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay us any **costs and expenses** that are recovered.
- 5 If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by us.
- 7 If **we** and an **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 **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel'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 **We** can cancel this policy at any time as long as **we** tell the **policyholder** at least 14 days beforehand. **The policyholder** can cancel this policy at any time within 14 days of taking it out. After that **the policyholder** can cancel the policy by giving us 14 days notice.
- 10 **We** will not pay 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 This policy will be governed by the laws of the Republic of Ireland.

## APPENDIX I

### HOW WE DEAL WITH TAX PROTECTION CLAIMS UNDER YOUR COMMERCIAL LEGAL PROTECTION COVER

#### (A Step By Step Guide To Your Tax Claim)

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. This policy will pay your accountant's fees if the Revenue Commissioners carry out an audit of your business accounts provided that these guidelines are followed.

#### Notifying us of your claim

- (1) If you receive notification from the Revenue Commissioners, you or your accountant can contact us by phone on 01 670 7470. We can send you a claim form and give you advice about how to make your claim. We cannot confirm cover for your claim over the phone.
- (2) When we receive the information and we need to help you with your claim, we will appoint an accountant to act for you. If you wish us to appoint your own accountant you must send us the person's name and address when you send us your completed claim form. The accountant appointed by us to act for you is referred to as the "appointed representative" in this section of the policy and in the guidelines below. We will not pay for any accountant's fees that have been incurred for work carried out before we have accepted your claim.

#### Handling your claim

- (3) DAS Tax Protection covers the cost of negotiating on your behalf and representing you in any appeal proceedings in respect of a Revenue Audit.
- (4) Once we have accepted your claim and have appointed an accountant to deal with it we will agree with the appointed representative what work is to be carried out on your behalf and the fees that are to be covered under this section of the policy. If it is not possible to agree a budget with the appointed representative, DAS reserves its right to limit the sum payable under this section of the policy to an amount that is necessary and reasonable in the circumstances.
- (5) The Revenue Commissioners will request information about your accounts. The appointed representative will prepare this information. They may also be required to meet with the Revenue. This section of the policy will cover the cost of any necessary meetings provided that we have consented to your accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and you wish to appeal against the tax demanded we will pay for the appointed representative to represent you in appeal proceedings provided it is always more likely than not that the appeal will be successful.

- (6) If at any time during the audit the level of fees that we have agreed with the appointed representative is expected to change we must be informed of any additional work considered necessary and agree in advance any additional accountants' costs to be paid under this section of the policy.

#### When we cannot help

- (7) Please note it is a condition of this section of the policy that you have taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed.
- (8) If the appointed representative has to carry out routine accounting or corrective work you will need to pay any fees for this out of your own funds. It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the appointed representative considers this is necessary we will pay the cost of this provided that we have consented to the work being carried out.
- (9) We will not pay accountant's costs that have been incurred because the appointed representative has failed to follow the procedures we have specified or has charged fees that we have not agreed to pay.
- (10) Please note the exclusions on this section of the policy in relation to dishonesty.

#### Settling your claim

- (11) We will tell the appointed representative about how we will settle their invoice when the audit has been completed.

#### Other types of Tax Protection claims.

Disputes arising from Employers' compliance with PAYE or PRSI contributions following an audit by the Revenue Commissioners or Department of Social Community and Family Affairs; and appeals in relation to VAT assessments are also covered by this Section of the Policy.

If you need to notify us of a claim that arises from either of these circumstances please follow the instructions outlined in 1. and 2. We will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to paragraphs 6. to 10.) although the actual work carried out by the appointed representative will differ. Please note we cannot cover disputes with the Revenue Commissioners that result from your failure to register your business for VAT.

## APPENDIX II

### PROCEDURE FOR APPOINTED REPRESENTATIVES WHEN DEALING WITH TAX PROTECTION CLAIMS

The information below details the procedure to be followed by the appointed representative when dealing with your Tax Protection claim. We will send these instructions to the appointed representative when we appoint them to deal with your claim.

## **Instructions for the Appointed Representative**

In our experience it is normally necessary for the appointed representative to undertake the following work:

**(1) Provide information requested in the Revenue Commissioner's initial letter.**

This should not involve significant re-analysis work. If the information is available, albeit in slightly different form in your working papers, the Revenue should be invited to accept it as it is in your papers.

**(2) Submission (or making available) of business records.**

Responsibility for the retention and orderly maintenance of business records rests with you. We will not expect to incur significant professional costs associated with your submission to Revenue. It will not normally be considered appropriate for the appointed representative to carry out review work on the records prior to submission to the Revenue. If it is felt that any such work is necessary, advance agreement of the costs is required. Please send us a copy of the covering letter sent with the audited accounts at the time of filing.

**(3) Submission of private financial information, if appropriate to the audit.**

**(4) Identify reason for audit.**

**(5) Possible limited further correspondence preparatory to any meeting with the Revenue.**

**(6) Meeting with the Revenue Inspector.**

Where appropriate, meetings with the Revenue can be a productive means to resolve outstanding issues. However, the time involved inevitably makes them expensive in terms of professional fees. It is therefore vitally important that the purpose of the meeting be clearly agreed, in so far as possible in advance, so that the meeting time can be used effectively to resolve remaining issues.

The reasons for a meeting should be set out by the Revenue along with the subjects for discussion. It is particularly important that the Revenue be asked to set out in advance any issues which you may be unlikely to be able to answer from memory, in order to facilitate closure of the audit. As in all insurances there is an

obligation for you and on the appointed representative acting for you to take reasonable steps to minimise the costs payable under this Section of the Policy. We will only pay for one member of the appointed representative's firm to

be present at the audit and we expect where possible that preparatory work prior to the audit and subsequent to it be done by junior members of staff.

At the end of the above process it will be apparent whether the audit can be drawn to a close or whether the Revenue has significant concerns about the accuracy of the returns.