

Family Legal Solutions

Policy Document



Family Legal Solutions

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



Legal and other helpline services



Consumer legal services website



Claims procedure.

If you are unsure about anything in this document please contact whoever you purchased your policy from.

Telephone helplines

Legal advice on personal matters within UK and EU law, 24 hours a day, 365 days of the year
0344 571 7976

UK tax advice, 9am to 5pm weekdays
0344 571 7976

Identity theft resolution **0333 000 2083**

Counselling service **0333 000 2082**

Consumer legal services

www.araglegal.co.uk

Register on your first site visit using voucher code **AFF48BBE98B5**. Discover our law guide and create legal documents and letters to help with consumer legal matters. Most legal documents are free for you to download but a modest fee is payable for a few documents.

Main benefits of Family Legal Solutions

Protection for legal costs arising from:

- employment disputes, such as unfair dismissal or redundancy claims
- disputes over the purchase of goods and services or private sale of goods
- disputes with your neighbour
- pursuing a claim for injury or death against the person or organisation at fault
- a formal enquiry into your personal tax affairs
- defending a prosecution that arises from a road traffic or work-related offence
- identity theft.

Who is ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income in excess of €1.8 billion.

Operating in the UK since 2006, ARAG plc provides a comprehensive suite of “before-the-event” and “after-the-event” legal insurance products and assistance solutions to protect both businesses and individuals.



Important information

Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning, usage is not reduced to a more reasonable level, we can refuse to accept further calls.

Legal and tax advice 0344 571 7976

If you have a legal or tax problem, we recommend you call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

We give advice about personal legal matters within UK and EU law and personal tax matters within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.



You can visit our website to see a [video](#) about this service.

Identity theft resolution 0333 000 2083

This service is available between 9am and 5pm on weekdays (except bank holidays). We provide telephone advice to help you keep your personal identity secure. Where identity theft is suspected, our specialist caseworkers can help you to restore your credit rating and correspond with your card issuer, bank or other parties. Identity theft expenses are insured under Insured event 9 when you use this helpline.

Counselling assistance 0333 000 2082

Our qualified counsellors will provide free confidential support and advice by phone to you or your family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.



We have prepared a [handout](#) to give you further information about mental health at work and to let you know about Counselling assistance which you may find useful.

Consumer legal services


www.araglegal.co.uk

Getting started

Click on the “How our services work” button on the home page to take a two-minute tour of our Consumer legal services website. Learn more about what the website offers and how you can use it to save legal costs. You will need to enter voucher code **AFE48BBE98B5** when you register to use the website. Once you have registered you can access the website at any time to create and securely store your legal documents.



You can visit our website to see a [video](#) about this service.

Look out for this symbol . You will find helpful guidance notes and pop-up examples as you build your documents.

Important **information** (continued)

More help?

A review service is available for the most complex documents. Where it is available this service attracts a fee. You will need to order the review service before you start building your document if you require it. Click on the Contact button to seek technical support if you have problems using the website. Our digital technical support team cannot give you legal or insurance advice.

Claims procedure

Telling us about your claim

- 1) If an **insured** needs to make a claim, they must notify **us** as soon as possible.
- 2) If an **insured** instructs their own solicitor or accountant without telling **us**, they will be liable for costs that are not covered by this policy.
- 3) A claim form can be downloaded at www.arag.co.uk/newclaims or requested by telephoning **us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- 4) The completed claim form and supporting documentation can be sent to **us** by email, post or fax. Further details are set out in the claim form itself.

What happens next?

- 1) **We** will send the **insured** a written acknowledgment by the end of the next working day after receiving their claim form.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to the **insured** either:
 - a) confirming cover under the terms of this policy and advising the **insured** of the next steps to progress their claim; or
 - b) if the claim is not covered, **we** will explain in full the reason why and advise whether **we** can assist in another way.
- 3) When a representative is appointed they will try to resolve the **insured's** dispute without delay, arranging mediation whenever appropriate.
- 4) **We** will check on the progress of the **insured's** claim with the **appointed advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.



You can visit **our** website to see [videos](#) about making **your** claim and what happens next.

Important **information** (continued)

Privacy statement

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website  www.arag.co.uk The insurer's full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. 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 suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

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 including: the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.



For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full [privacy statement](#).

What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

Family Legal Solutions

This policy is evidence of the contract between **you** and the **insurer**. The policy and schedule shall be read together as one document.

Terms that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

Your policy cover

Following an Insured event, the **insurer** will pay **legal costs & expenses** up to £150,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met.

- 1) **You** have paid the insurance premium.
- 2) The **insured** keeps to the terms of this policy and cooperates fully with **us**.
- 3) The Insured event occurs within the **territorial limit**.
- 4) The claim
 - a) always has **reasonable prospects of success** and
 - b) is reported to **us**
 - i) during the **period of insurance** and
 - ii) as soon as the **insured** first becomes aware of circumstances which could give rise to a claim.
- 5) Unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
- 6) Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us** within the **territorial limit**.

We consider that a claim has been reported to **us** when **we** have received the **insured's** fully completed claim form.

Where the **insured** is seeking financial remedy and the cost of pursuing the **insured's** claim is likely to be more than the any award of damages, the **insurer** will not pay more than the value of the likely award.

Insured **events covered**

1 Employment

A dispute with the **insured**'s current, former or a prospective employer relating to their contract of employment or related legal rights.

You can claim under the policy as soon as internal procedures as set out in the

- a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

The **insured** is required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

What is not covered under Insured event 1

Any claim arising from or relating to:

- 1) a dispute arising solely from personal injury
- 2) defending the **insured** other than defending an appeal
- 3) costs the **insured** incurs to prepare for an internal disciplinary hearing, grievance or appeal
- 4) an **insured**'s employer's or ex-employer's pension scheme
- 5) a compromise or settlement agreement between the **insured** and their employer unless such agreement arises from an ongoing claim under the policy.

2 Disputes with Domestic Employees

A dispute between **you** and **your domestic employee** that arises from

- a) their dismissal or alleged dismissal by **you**
- b) the terms of a contract of service and/or occupancy agreement between **you** and **your domestic employee**
- c) an alleged breach of **your domestic employee**'s legal rights under employment laws.

What is not covered under Insured event 2

1. disciplinary hearings or internal grievance procedures
2. personal injury
3. **you** pursuing a claim against **your domestic employee** other than a claim to recover possession of a part of **your** home or other accommodation provided by **you** under a service occupancy agreement.

3 Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured** for

- a) buying or hiring consumer goods or services
- b) privately selling goods
- c) buying or selling **your** main home
- d) renting **your** main home as a tenant
- e) the occupation of **your** main home under a lease.

What is not covered under Insured event 3

Any claim arising from or relating to:

- 1) a dispute with a tenant or leasee where the **insured** is the landlord or lessor
- 2) loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- 3) the **insured's** business activities, trade, venture for gain, profession or employment
- 4) a contract involving a motor vehicle
- 5) a settlement due under an insurance policy
- 6) construction work, or the design, conversion or extension of any building where the dispute arises from;
an agreement that
 - a) exceeds; or
 - b) is ancillary to another contract that exceeds;£10,000 in value including VAT
- 7) a dispute with any party other than the party with whom the **insured** has entered into an agreement or alleged agreement with.

4 Property

A dispute relating to visible property which the **insured** owns following

- a) an event which causes physical damage to the **insured's** property including **your** main home
- b) a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lies.

What is not covered under Insured event 4

- 1) The first £250 of any claim under Insured event 3 b). This is payable by the **insured** as soon as **we** accept the claim.
- 2) Any claim arising from or relating to:
 - a) a contract entered into by an **insured**
 - b) any building or land other than **your** main home
 - c) a motor vehicle
 - d) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
 - e) defending any dispute under Insured event 3 a) other than defending a counter claim or an appeal
 - f) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

5 Planning Appeals

An appeal to the Planning Inspectorate or equivalent competent authority following the refusal by **your** Local Planning Authority to grant planning permission following **your** request for approval provided that

- you** take all available steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting **your** application
- you** exhaust every alternative option to secure planning approval prior to launching a planning application appeal.

A sudden event directly causing the **insured** physical bodily injury or death.

What is not covered under Insured event 5

Any claim arising from or relating to:

- legal costs & expenses** in excess of £5,000.
- planning applications **you** make which are not for land **you** already own at the site of **your** home or **your** holiday home.

6 Personal injury

A sudden event directly causing the **insured** physical bodily injury or death.

What is not covered under Insured event 6

Any claim arising from or relating to:

- a condition, illness or disease which develops gradually over time
- mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body
- defending any claim other than an appeal.

7 Clinical negligence

A dispute arising from alleged clinical negligence or malpractice.

What is not covered under Insured event 7

- Any claim arising from or relating to a contract dispute.
- Defending any claim other than an appeal.

8 Tax disputes

A formal enquiry into the **insured's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

What is not covered under Insured event 8

Any claim arising from or relating to:

- tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
- a business or venture for gain of the **insured**
- circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
- any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- an investigation by the Fraud Investigation Service of HMRC.

9 Legal defence

- a) Work
An alleged act or omission of the **insured** that arises from their work as an employee and results in:
 - i) the **insured** being interviewed by the police or others with the power to prosecute
 - ii) a prosecution being brought against the **insured** in a court of criminal jurisdiction
 - iii) civil proceedings being brought against the **insured** under unfair discrimination laws.
- b) Motor
A motoring prosecution being brought against the **insured**.
- c) Regulatory investigations
A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body.

What is not covered under Insured event 9

Any claim arising from or relating to:

- 1) owning a vehicle or driving without motor insurance or driving without a valid driving licence
- 2) a parking offence.

10 Loss of earnings

The **insured**'s absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

What is not covered under Insured event 10

- 1) Loss of earnings in excess of £1,000.
- 2) Any sum which can be recovered from the court or tribunal.

11 Identity theft

A dispute arising from the use of the **insured**'s personal information without their permission in order to commit fraud or other crimes provided the **insured** contacts **our** Identity theft resolution helpline as soon as they suspect that their identity may have been stolen.

What is not covered under Insured event 11

The **insurer** will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

What is **not covered** by this policy (applicable to the whole policy)

The **insured** is not covered for any claim arising from or relating to:

- 1) **legal costs & expenses** incurred without **our** consent
- 2) any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which the **insured** believed or ought reasonably to have believed could lead to a claim
- 3) an amount below £100
- 4) an allegation against the **insured** involving:
 - a) assault, violence, malicious falsehood or defamation
 - b) indecent or obscene materials
 - c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
 - d) illegal immigration
 - e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
- 5) a dispute between **your** family members
- 6) an **insured's** deliberate or reckless act
- 7) a judicial review
- 8) a dispute arising from or relating to clinical negligence except as provided for in Insured event 5 Clinical negligence
- 9) a dispute with **us** not dealt with under Condition 6, or the **insurer** or the company that sold this policy
- 10)
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **insured**
- 11) a group litigation order
- 12) the payment of fines, penalties or compensation awarded against the **insured**.

Policy **conditions**

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** if this happens.

1. The insured's responsibilities

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2.b) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
 - i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured**, or
 - ii) there is a conflict of interestthe **insured** may choose a qualified **appointed advisor**.
- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details and cost.
- d) Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- e) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, the **insurer's** liability in respect of that claim will end immediately.
- f) In respect of a claim under Insured event 1 Employment, 2 Contract, 4 Personal injury or 5 Clinical negligence, the **insured** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**), where legally permitted.

3. Consent

- a) The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- b) An **insured** must have **your** agreement to claim under this policy.

4. Settlement


- a) The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate or settle the claim without **our** written agreement.

- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further costs.
- d) The **insured** must settle **costs** arising from Insured event 9 Identity theft in the first instance and make a receipted claim to **us** for reimbursement.

5. Barrister's opinion

We may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under Condition 6 below.

6. Disputes

If any dispute between the **insured** and **us** arises from this policy, the **insured** can make a complaint to **us** as described on the back page of this policy  and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

7. 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.

8. Fraudulent claims and claims tainted by dishonesty

- a) If an **insured** makes any claim which is fraudulent or false, the policy shall become invalid and all benefit under it will be lost.
- b) An **insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
 - i) affected **our** assessment of **reasonable prospects of success**, and/or
 - ii) prejudiced any part the outcome of the **insured's** claimthe **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the **insured's** breach.

9. Cancellation

- a) **You** may cancel the policy:
 - i) within 14 days of the date of its purchase with a full refund of premium paid provided that a claim has not been accepted; or
 - ii) at any other time by writing to the person who sold **you** this policy and the **insurer** will refund the premium for the time remaining of the **period of insurance** unless a claim has been or is later accepted by **us** in which case no refund of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving **you** at least 21 days written notice. The **insurer** will refund the premium for the time remaining of the **period of insurance**. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
 - i) where the party claiming under this policy fails to cooperate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests,
 - ii) where the **insured** uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers,
 - iii) where **we** have evidence that the **insured** has committed a fraudulent act.

10. Acts of parliament, statutory instruments, civil procedure rules & jurisdiction

All legal instruments, bodies and rules referred to within the policy shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This policy will be governed by English law.

11. Contracts (Rights of Third Parties) Act 1999

A person who is not insured by this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Meaning of words & terms

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed advisor

The

- 1) solicitor, accountant, or other advisor (who is not a mediator), appointed by **us** to act on behalf of the **insured**;
- 2) mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

Conditional fee agreement

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

Domestic Employee

Any person who is employed by **you** under a contract of service to assist in the running, care or maintenance of the home or look after anyone living in **your** main home or within the boundary of the property.

Insured

You, your partner and relatives permanently living with **you** in **your** main home in the UK. (The **insurer** will cover **your** children temporarily away from home for the purposes of higher education.)

Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Legal costs & expenses

- 1) Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.2.
- 2) In civil claims, other side's costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
- 3) Reasonable accountancy fees reasonably incurred under Insured event 6 Tax disputes by the **appointed advisor** and agreed by **us** in advance.
- 4) The **insured's** basic wages or salary under Insured event 8 Loss of earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.
- 5) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured event 9 Identity theft where the **insured** has taken advice from our Identity theft resolution helpline.

Period of insurance

The period shown in the schedule to which this policy attaches.

Reasonable prospects of success

- 1) Other than as set out in 2) and 3) below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured event 2 Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- 2) In criminal prosecution claims where the **insured**
 - a) pleads guilty, a greater than 50% chance of reducing any sentence or fine or
 - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- 3) In all claims involving an appeal, a greater than 50% chance of the **insured** being successful.

Where it has been determined that **reasonable prospects of success** do not exist, the insured shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Territorial limit

- 1) For Insured events 2 Contract and 4 Personal injury: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland.
- 2) For all other Insured events: the United Kingdom, Channel Islands and Isle of Man.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You/Your

The person(s) named in the schedule to which this policy attaches.

Signed by



Managing Director
ARAG plc

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:



0800 0234 567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



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.



You can read more about our complaints procedure on our website by clicking here:

<https://www.arag.co.uk/contact/making-a-complaint>

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 695331).

www.arag.co.uk