



Policy Booklet

Family Legal and Identity Theft Protection

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

- legal, tax and identity theft helplines and
- the claim reporting procedures

If you are unsure about anything in this document please contact Police Mutual on **0151 242 7640**.

Important Contact Numbers

24/7 legal advice on personal matters within EU law	0333 000 7966
UK tax advice 9am to 5pm weekdays	0333 000 7966
Identity theft assistance helpline	0333 000 2083
Counselling service	0333 000 2082
Make a claim 9am and 5pm weekdays (except bank holidays) or go online	0117 917 1698 or www.arag.co.uk/newclaims

We record and monitor calls for training purposes, to improve the quality of our service, to help us deal with queries or complaints from you and to prevent and detect fraud and financial crime.

Consumer Legal Services

Register at www.araglegal.co.uk and enter voucher code **AFE48BBE98B5** to access the law guide and download legal documents to help with consumer legal matters. You can access a free will and letters relating to the purchase of goods, motor vehicle complaint letters, parking or speeding tickets.

Family Legal and Identity Theft Protection

Your policy document

Thank you for choosing Family Legal and Identity Theft Protection, provided by ARAG plc. Family Legal and Identity Theft Protection is arranged and administered by PMGI Ltd trading as Police Mutual, acting on behalf of ARAG plc. This is your Family Legal and Identity Theft Protection policy document. It contains everything you need to know about the cover you have bought. Please read this document carefully and keep it safe.

Main benefits of Family Legal and Identity Theft Protection

Cover empowers you to protect your legal rights in the future. With support from ARAG plc, you and your family could be protected from 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*
- *identity theft.*

Who is ARAG?

Our UK operation provides a nationwide service from our Bristol Head Office. We are part of ARAG SE, a global leader in legal expenses insurance which generates annual premium income in excess of €2.0 billion.

It has always been our vision to enable everyone, not just those that can afford it, to assert their legal rights. With this aim in mind we provide innovative and affordable products to both companies and individuals.

We are committed to providing our customers with legal advice and representation throughout a legal problem. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service to our customers.

Family Legal and Identity Theft Protection has been arranged for you by PMGI Limited trading as Police Mutual. Cover is administered by ARAG plc on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

Claims procedure

If an insured needs to make a claim, they must notify us as soon as possible.

1. Under no circumstances should an insured instruct their own solicitor or accountant as the insurer will not pay any costs incurred without our agreement.
2. A claim can be made online at www.arag.co.uk/newclaims. Alternatively an insured can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling us on **0117 917 1698** between 9am and 5pm weekdays (except bank holidays)..
3. The completed application and supporting documentation can be submitted online or sent to us by email, or post. Further details are set out on our website. We will send the insured an acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will contact the insured either:
 - a) confirming cover under the terms of this policy and advising the insured of the next steps to progress the claim; or
 - b) if the claim is not covered, explaining in full the reason why and advising whether we can assist in another way.
5. When an advisor is appointed they will try to resolve the insured's dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

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 0333 000 7966

If you have a legal or tax problem we recommend that you call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within UK and EU law or 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.

Identity Theft Advice and Resolution Service 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.

This service is available 24 hours a day, 365 days of the year.

Calls to the Counselling Assistance service will not be recorded.

What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured 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

Privacy Statement

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

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.

This is a summary of cover. For the full terms and conditions of the policy please read the policy wording which starts from page 8 onwards.

Significant features & benefits	Significant exclusions or limitations	Where found
<p>The insurer will pay the insured's legal costs & expenses up to £50,000 unless otherwise stated, including the cost of appeals, for claims reported during the period of insurance for the following.</p>	<ul style="list-style-type: none"> • It must always be more likely than not that your claim will be successful. • The Insured must report their claim during the period of insurance and as soon as they become aware of the circumstances that could lead to a claim. • Unless there is a conflict of interest, the insured always agrees to use an appointed advisor chosen by us before the issue of proceedings. • Legal costs & expenses incurred without our consent. 	<p>YOUR POLICY COVER 4) 5) WHAT IS NOT COVERED BY THIS POLICY 1.</p>
<p>1 EMPLOYMENT We will cover a dispute with a current, former or prospective employer relating to an insured's contract of employment or related legal rights.</p>	<p>The cost of an employer's internal disciplinary process or employee's grievance hearing or appeal.</p>	<p>What is not covered under INSURED EVENT 1 3.</p>
<p>2 CONTRACT We will cover a dispute arising from an agreement entered into by the insured for:</p> <ul style="list-style-type: none"> • buying or hiring consumer goods or services including your main home • privately selling goods including your main home • renting your main home as a tenant or occupying it under a lease. 	<ul style="list-style-type: none"> • Disputes with tenants. • Loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments. • An insured's business, venture for gain, profession or employment. • A contract involving a motor vehicle. • Construction work or designing, converting or extending any building where the contract value exceeds £10,000 including VAT. • Disputes with any party other than the party with whom the insured has entered into an agreement with. 	<p>What is not covered under INSURED EVENT 2 1. 2. 3. 4. 6. 7.</p>
<p>3 PROPERTY We will cover a dispute relating to property following:</p> <ul style="list-style-type: none"> • physical damage to the insured's visible property • private or public nuisance or trespass. 	<p>Any claim arising from or relating to a motor vehicle.</p>	<p>What is not covered under INSURED EVENT 3 3.</p>
<p>4 PERSONAL INJURY We will pursue a claim following a sudden event directly causing the insured physical injury or death.</p>	<ul style="list-style-type: none"> • An illness which develops gradually over time. • Nervous shock, depression or psychological symptoms where the insured has not sustained physical injury to their body. 	<p>What is not covered under INSURED EVENT 4 1. 2.</p>
<p>5 CLINICAL NEGLIGENCE We will pursue a claim where the insured has been physically injured by clinical negligence.</p>	<p>Claims relating to a contract.</p>	<p>What is not covered under INSURED EVENT 5 1.</p>

Significant features & benefits	Significant exclusions or limitations	Where found
<p>6 TAX</p> <p>We will cover a formal enquiry into the insured's personal tax affairs.</p>	<ul style="list-style-type: none"> Late or careless tax returns. A business or venture for gain of the insured. Where the Disclosure of Tax Avoidance Scheme Regulations apply. Wealth, assets or money located outside of Great Britain and Northern Ireland. An investigation by the Fraud Investigation Service of HMRC. 	<p>What is not covered under INSURED EVENT 6</p> <ol style="list-style-type: none">
<p>7 LEGAL DEFENCE</p> <p>We will cover</p> <ul style="list-style-type: none"> work-related prosecutions and legal action against the insured for unlawful discrimination representation at a coroner's inquest in relation to a death that is linked to police duty the defence of a motoring prosecution an investigation or disciplinary hearing brought by any professional or regulatory body. <p>Where the insured is a retired police officer, an increased limit of £100,000 applies to INSURED EVENTS 7a)ii) work-related criminal prosecutions and 7b) regulatory investigations or disciplinary hearings.</p>	<ul style="list-style-type: none"> Owning or driving a vehicle without motor insurance or driving without a valid licence. Parking offences. Legal costs that are payable through or are recoverable from the Court Means Testing scheme where the insured is a retired police officer. Legal costs in excess of £2,500 where the claim is brought under INSURED EVENT 7 a) i) and the insured is a retired police officer. 	<p>What is not covered under INSURED EVENT 7</p> <ol style="list-style-type: none">
<p>8 LOSS OF EARNINGS</p> <p>We will cover lost salary or wages while the insured attends a court or tribunal at the request of the appointed advisor or to perform jury service.</p>	<p>The maximum the insurer will pay is £1,000.</p>	<p>What is not covered under INSURED EVENT 8</p> <ol style="list-style-type: none">
<p>9 IDENTITY THEFT</p> <p>We will cover a dispute arising from the misuse of the insured's personal information to commit fraud or other crimes.</p>	<p>Money claimed, goods, loans or other losses incurred following identity theft.</p>	<p>What is not covered under INSURED EVENT 9</p>
<p>Legal and Tax Advice</p> <p>Access by phone to legal and tax experts for UK and EU-wide legal advice and UK tax advice.</p>	<ul style="list-style-type: none"> We will not put advice in writing. Advice is restricted to personal legal matters. Legal advice is available 24 hours a day, 365 days of the year. Advice on UK tax law is available Monday to Friday between 9am and 5pm (except bank holidays). We cannot advise on financial planning or financial service products. Services are subject to fair and reasonable use. 	<p>Legal & Tax Advice</p>

Significant features & benefits	Significant exclusions or limitations	Where found
<p>Identity Theft Advice and Resolution Service Provides advice about keeping your identity secure and offers fraud prevention tips. Where identity theft is suspected, our specialist caseworkers can correspond with your card issuer, bank or other parties and help to restore your credit rating.</p>	<p>The Identity theft resolution service is available between 9am and 5pm on weekdays (except bank holidays).</p>	<p>Identity Theft Advice and Resolution Service</p>
<p>Counselling Assistance Qualified counsellors will provide 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.</p>	<p>This service is available 24 hours a day, 365 days of the year.</p>	<p>Counselling Assistance</p>
<p>Consumer Legal Services website Visit our Consumer Legal Services website at www.araglegal.co.uk and register using your voucher code to download legal documents that can assist you with day-to-day legal issues. These include a free will and consumer complaint letters.</p>	<ul style="list-style-type: none"> • Documents are restricted to personal legal matters. • Some documents can only be used in England and Wales. 	<p>Consumer Legal Services</p>
<p>Territorial Limit The UK, Channels Islands and the Isle of Man except for Contract and Personal Injury where cover extends to the EU, Norway and Switzerland.</p> <p>Period of Insurance Unless otherwise agreed the period of insurance shall be for twelve months.</p> <p>Legal Costs & Expenses</p> <ul style="list-style-type: none"> • Reasonable costs incurred by the appointed advisor. • The other side's legal costs • Basic wages and salary in respect of Loss of Earnings cover. • The reasonable cost of phone calls, postage, image scanning, photocopying or credit reports incurred in respect of Identity Theft cover. 		<p>MEANING OF WORDS & TERMS Territorial Limit</p> <p>MEANING OF WORDS & TERMS Period of Insurance</p> <p>MEANING OF WORDS & TERMS Legal Costs & expenses</p>

Family Legal and Identity Theft Protection

This Policy is evidence of the contract between **you** and the **insurer**.

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 the **insured's legal costs & expenses** up to the policy limits stated below subject to all 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 happens within the **territorial limit**.
- 4) The claim
 - always has **reasonable prospects of success** and
 - is reported to **us**
 - during the **period of insurance** and
 - 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** in any claim before proceedings have been or need to be issued.
- 6) Any dispute will be dealt with through mediation by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us** within the **territorial limit**.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim application.

Policy limits

The most the **insurer** will pay for all claims related by time or originating cause, including the cost of appeals shall be limited to:

- £1,000 for INSURED EVENT 8 LOSS OF EARNINGS
- £50,000 for all other INSURED EVENTS.

Except where the **insured** is a retired police officer, where the following limits apply:

- £100,000 for INSURED EVENTS 7a)ii) and 7b)
- £2,500 for INSURED EVENT 7a)i)
- £50,000 for all other INSURED EVENTS.

Insured events covered

1 EMPLOYMENT

A dispute with the **insured's** current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance 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. disputes arising solely from personal injury
2. defending the **insured** other than defending an appeal
3. **legal costs & expenses** for an employer's internal disciplinary process or an employee's grievance hearing 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 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 2

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.

3 PROPERTY

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

- a) an event which causes physical damage to the **insured's** visible 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 3

Any claim arising from or relating to:

1. a contract entered into by an **insured**
2. any building or land other than **your** main home
3. a motor vehicle
4. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
5. defending any dispute under INSURED EVENT 3 a) other than defending a counter claim or an appeal
6. a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

4 PERSONAL INJURY

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

What is not covered under INSURED EVENT 4

Any claim arising from or relating to:

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

5 CLINICAL NEGLIGENCE

A dispute arising from alleged clinical negligence or malpractice.

What is not covered under INSURED EVENT 5

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

6 TAX

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 6

Any claim arising from or relating to:

1. 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
2. a business or venture for gain of the **insured**
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
5. an investigation by the Fraud Investigation Service of HMRC.

7 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 where the **insured** may be cautioned or subsequently charged with a criminal offence
- ii) a prosecution being brought against the **insured** in a court of criminal jurisdiction
- iii) attendance by an **insured** at a coroner's inquest or public enquiry where the deceased's death arose from police duty
- iv) civil proceedings being brought against the **insured** under unfair discrimination laws.

Where the **insured** is a retired police officer cover in respect of INSURED EVENTS 7 a)i) and ii) above shall apply whether or not the allegation arises from or relates to the **insured's** former work as a police officer.

b) Other

A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body.

What is not covered under INSURED EVENT 7

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
3. costs available to the **insured** where they are a retired police officer and are entitled to
 - a) receive such costs under the Crown Court Means Testing scheme,
 - b) recover costs limited to legal aid rates in the event of their acquittal
4. **legal costs & expenses** in excess of £2,500 where the **insured's** claim is brought under INSURED EVENT 7a)i) and the **insured** is a retired police officer.

8 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 8

1. loss of earnings in excess of £1,000.
2. any sum which can be recovered from the court or tribunal.
3. costs available to the **insured** where they are a retired police officer and are entitled to
 - a) receive such costs under the Crown Court Means Testing scheme,
 - b) recover costs limited to legal aid rates in the event of their acquittal.

9 IDENTITY THEFT

A dispute arising from the use of the **insured's** personal information without their permission to commit fraud or other crimes provided the **insured** contacts **our** Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

What is not covered under INSURED EVENT 9

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 under this policy other than where **you** are a retired police officer and an allegation of assault, violence or dishonesty, malicious falsehood or defamation is first made against **you** in the **period of insurance**
3. an amount below £100
4. an allegation against the **insured** involving:
 - a) assault, violence or dishonesty, malicious falsehood or defamation
 - b) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
 - c) illegal immigration
 - d) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences) other than where an allegation otherwise excluded by 4a) and 4b) is made against an **insured** who is a retired police officer
5. a dispute between **your** family members other than where the **insured's** claim is brought under INSURED EVENT 7 and the **insured** is a retired police officer
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, funding, 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**
f)
a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
11. a group litigation order
12. the payment of fines, penalties or compensation awarded against the **insured**.

Conditions which apply to the whole policy

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel **your** policy, 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, 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) keep **legal costs & expenses** as low as possible
- e) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim
- f) provide a completely honest and truthful account for their defence to the **appointed advisor**.

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) The **insured** may choose an **appointed advisor** if:
 - a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured**, or
 - there is a conflict of interest.
- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with **their** preferred representative's contact details. 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.)
- d) 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.
- e) In respect of a claim the **insured** must enter into a **conditional fee agreement** or the **appointed advisor** must enter 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** has the right to settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** 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 **legal costs & expenses**.
- 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 page 16 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 may become void and all benefit under it may be lost.
- b) An **insured** shall at all times be entirely truthful, accurate 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 within 14 days of the date of the purchase of this policy with a full refund of the premium paid provided that an **insured** has not made a claim which has been accepted.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **insurer** will refund the premium for the remaining **period of insurance** unless the **insured** has notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- c) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days' written notice to **you**. The **insurer** will refund the premium for the remaining **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 party claiming under this policy uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers
 - iii) where **we** reasonably suspect fraud.

The **insurer** also reserves the right to withdraw from any claim in the circumstances noted in 9. c).

10. Acts of Parliament & Jurisdiction

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

11. Contracts (Rights of Third Parties) Act 1999

A person who is not party to 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

1. The solicitor, accountant, or other advisor appointed by **us** to act on behalf of the **insured**.
2. The 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 100% “no-win no-fee” or 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 100% “no-win no-fee” or where discounted, that a discounted fee is payable.

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

ARAG Legal Expenses Insurance Company Limited.

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. If the **insured** is a retired police officer and is committed to stand trial in a Crown Court and their claim is brought under INSURED EVENT 7a) ii) the **insurer** will pay a sum equal to any assessed income based contribution payable towards the costs of the defence incurred under the Crown Court Means Testing scheme limited to the amount which the **insured** would be assessed as being required to pay in the absence of this policy. For the avoidance of doubt where a claim is brought under INSURED EVENT 7a) the **insurer** will pay for attendance of the **appointed advisor** prior to and during interview by the police or other prosecuting authority.
3. Reasonable experts’ reports, reasonably and properly incurred by the **appointed advisor**.
4. 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.
5. Reasonable accountancy fees reasonably incurred under INSURED EVENT 6 TAX by the **appointed advisor** and agreed by **us** in advance.
6. 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.
7. 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 Advice and 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

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. 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.

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, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).
-  customerrelations@arag.co.uk
-  ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

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.

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