

# Family Legal Solutions



# Why you need Family Legal Solutions

Most people think they are unlikely to become involved in a legal dispute but a bad experience with an employer, boundary dispute or a holiday from hell are all very common problems. Taking legal action to resolve these kinds of issues can be expensive and complicated.

Family Legal Solutions will allow you to protect your legal rights without worrying about the cost.

## What we cover

We can help you with:

- employment disputes such as unfair dismissal or redundancy
- disputes over the purchase of goods or services or private sale of goods
- a dispute with a neighbour
- a claim for injury or death against the person or organisation responsible
- an investigation by HMRC into your personal tax affairs
- defending a prosecution that arises from a road traffic or work-related offence
- identity theft.

*Help is available when you need it most*



## 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.



# Examples of when we can help



## Employment

Our insured worked as a painter for a small painting and decorating company. She found out that a male colleague was on a higher wage than her even though she was more experienced and had more expertise. She submitted a grievance for equal pay. Whilst this was being investigated, the company suffered a downturn in work and made our insured redundant. She felt she was unfairly selected and, in her opinion, was being made redundant due to her grievance.

Our insured contacted us to make a claim. We confirmed cover and appointed a specialist solicitor to act. Prior to the hearing at the Employment Tribunal, the former employer agreed to settle for £9,400 plus a good reference. ARAG paid the solicitor's fees of £2,500.

## Tax

Our insured received a letter from HMRC stating that they intended to make an enquiry into our insured's personal tax return for the previous year. Our insured contacted us and we appointed a tax consultant to represent him and negotiate on his behalf. After extensive investigation, HMRC confirmed that the tax return was in order with appropriate tax paid. We settled the tax consultant's invoice for £3,500.

## Property

A neighbour had built a wall which encroached onto our insured's garden. After failing to reach an agreement with their neighbour about removing the wall our insured contacted us and we appointed a solicitor to act for them.

Following protracted correspondence, both sides agreed to mediation, leading to an agreement for the wall's removal where it had been built on our insured's land. We paid the solicitor's fees of £5,250.



## Assistance when you need it

Family Legal Solutions includes helplines and online help. Here is a summary:

### Legal and tax advice

You can call our legal advice helpline and get immediate advice about personal legal matters 24 hours a day, 365 days a year. You can also obtain tax-related advice from our tax helpline, available between 9am and 5pm on weekdays (except bank holidays). Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

## Counselling assistance

Free confidential support from qualified counsellors for you or your family members.

### Consumer legal services website

Access to an online service for downloading legal documents, letters and formal notices, such as:

- wills
- consumer dispute letters
- landlord notices.

Please note there may be a small charge for some documents.



# Important information

## Claims procedure

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

- 1) Under no circumstances should you instruct your own solicitor or accountant as the insurer will not pay any costs incurred without our agreement.
- 2) You can download a claim form at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or you can request one by telephoning us on **0330 303 1955** between 9am and 5pm Monday to Friday (except bank holidays).
- 3) You can send your completed claim form and supporting documents to us by email, post or fax. Further details are set out in the claim form itself. We will send you a written 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 write to you either:
  - a) confirming cover under the terms of your policy and advising you of the next steps to progress your claim; or
  - b) if the claim is not covered, explaining in full the reason why and whether we can assist in another way.
- 5) When a representative is appointed they will try to resolve your dispute without delay. Matters cannot always be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.



## What happens if I change my mind after taking out the policy?

The policy provides you with a 14-day reflection period in which to decide whether you wish to continue. Cancellation is fully explained in Condition 9 of the policy wording.

## 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 your 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](http://www.fscs.org.uk).



# Summary table

The table below shows a summary of cover. An Insurance Product Information Document is also available. For full terms and conditions of the policy, please read the policy wording.

Significant features & benefits	Significant exclusions or limitations	Where found
<p>The insurer will pay the insured’s legal costs &amp; expenses up to £50,000 (including the cost of appeals) for the following:</p>	<ul style="list-style-type: none"> <li>• It must always be more likely than not that the insured’s claim will be successful.</li> <li>• 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.</li> <li>• Unless there is a conflict of interest, the insured always agrees to use an appointed advisor chosen by us before proceedings have been or need to be issued.</li> <li>• Costs in excess of what would have been paid to a solicitor from the insurer’s panel if the insured chooses to use their own representative.</li> <li>• Legal costs &amp; expenses incurred prior to the acceptance of a claim.</li> </ul>	<p><b>Meaning of words &amp; terms:</b></p> <p><b>Reasonable prospects of success</b></p> <p><b>Your policy cover</b></p> <p>4) b) i) and ii)</p> <p><b>Your policy cover</b></p> <p>5)</p> <p><b>Policy conditions</b></p> <p>2. d)</p> <p><b>What is not covered by this policy</b></p> <p>1)</p>
<p><b>1 Employment</b></p> <p>A dispute with a current, former or prospective employer relating to an insured’s contract of employment or related legal rights.</p>	<ul style="list-style-type: none"> <li>• The cost of an employer’s internal disciplinary process or employee’s grievance hearing or appeal.</li> <li>• An insured’s employer or ex-employer’s pension scheme.</li> </ul>	<p><b>What is not covered under Insured event 1</b></p> <p>3)</p> <p>4)</p>



Significant features & benefits	Significant exclusions or limitations	Where found
<b>2 Contract</b> A dispute arising from an agreement entered into by the insured for: <ul style="list-style-type: none"> <li>• buying or hiring consumer goods or services including your main home</li> <li>• privately selling goods including your main home</li> <li>• renting your main home as a tenant or occupying it under a lease.</li> </ul>	<ul style="list-style-type: none"> <li>• Disputes with tenants.</li> <li>• Loans, mortgages, savings, banking, pensions or investment products.</li> <li>• An insured's business, venture for gain, or employment.</li> <li>• A contract involving a motor vehicle.</li> <li>• A settlement due under an insurance policy.</li> <li>• Construction work or designing, converting or extending any building where the contract value exceeds £10,000 including VAT.</li> <li>• Disputes with any party other than the party with whom the insured has entered into an agreement with.</li> </ul>	<b>What is not covered under Insured event 2</b> 1) 2) 3) 4) 5) 6) 7)
<b>3 Property</b> A dispute relating to visible property following: <ul style="list-style-type: none"> <li>• physical damage to the insured's property</li> <li>• private or public nuisance or trespass.</li> </ul>	The first £250 of each claim relating to nuisance or trespass.	<b>What is not covered under Insured event 3</b> 1)
<b>4 Personal injury</b> We will pursue a claim following a sudden event directly causing the insured physical injury or death.	<ul style="list-style-type: none"> <li>• An illness which develops gradually over time.</li> <li>• Nervous shock, depression or psychological symptoms where the insured has not sustained physical injury to their body.</li> </ul>	<b>What is not covered under Insured event 4</b> 1) 2)
<b>5 Clinical negligence</b> We will pursue a claim where the insured has been physically injured by clinical negligence.	Claims relating to a contract.	<b>What is not covered under Insured event 5</b> 1)
<b>6 Tax</b> A formal enquiry into the insured's personal tax affairs.	<ul style="list-style-type: none"> <li>• Late or careless tax returns.</li> <li>• A business or venture for gain of the insured.</li> <li>• Where the Disclosure of Tax Avoidance Scheme Regulations apply.</li> <li>• Wealth, assets or money located outside of Great Britain and Northern Ireland.</li> <li>• An investigation by the Fraud Investigation Service of HMRC.</li> </ul>	<b>What is not covered under Insured event 6</b> 1) 2) 3) 4) 5)

Significant features & benefits	Significant exclusions or limitations	Where found
<b>7 Legal defence</b> We will cover: <ul style="list-style-type: none"> <li>• work-related prosecutions and legal action against the insured for unlawful discrimination</li> <li>• the defence of a motoring prosecution</li> <li>• an investigation or disciplinary hearing brought by any professional or regulatory body.</li> </ul>	<ul style="list-style-type: none"> <li>• Owning or driving a vehicle without motor insurance or driving without a valid licence.</li> <li>• Parking offences.</li> </ul>	<b>What is not covered under Insured event 7</b> 1)  2)
<b>8 Loss of earnings</b> We will pay lost salary or wages while the insured attends a court or tribunal at the request of the appointed advisor or to perform jury service.	The maximum the insurer will pay is £1,000.	<b>What is not covered under Insured event 8</b> 1)
<b>9 Identity theft</b> A dispute arising from the misuse of the insured's personal information to commit fraud or other crimes.	Money claimed, goods, loans or other losses incurred following identity theft.	<b>What is not covered under Insured event 9</b>
<b>Legal and tax advice</b> Access by phone to legal and tax experts for UK and EU-wide legal advice and UK tax advice.	<ul style="list-style-type: none"> <li>• Advice will not be put in writing.</li> <li>• Advice is restricted to personal legal matters.</li> <li>• Advice on UK tax law is available Monday to Friday between 9am and 5pm (except bank holidays).</li> <li>• We cannot advise on financial planning or financial services products.</li> <li>• Services are subject to fair and reasonable use.</li> </ul>	<b>Legal and tax advice</b>
<b>Identity theft resolution service</b> 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.	The Identity theft resolution service is available between 9am and 5pm on weekdays (except bank holidays).	<b>Identity theft resolution</b>

Significant features & benefits	Significant exclusions or limitations	Where found
<b>Counselling assistance</b> 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.		
<b>Consumer legal services website</b> Visit our Consumer legal services website at <a href="http://www.araglegal.co.uk">www.araglegal.co.uk</a> 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.	<ul style="list-style-type: none"> <li>• Documents are restricted to personal legal matters.</li> <li>• Some documents can only be used in England and Wales.</li> <li>• Most documents are free but a few attract a modest charge.</li> <li>• Legal review services are subject to a fee.</li> </ul>	<b>Consumer legal services</b>
<b>Territorial limit</b> The UK, Channels Islands and the Isle of Man except for Contract and Personal injury where cover extends to EU countries, Norway and Switzerland.		<b>Meaning of words &amp; terms: Territorial limit</b>
<b>Period of insurance</b> Unless otherwise agreed the period of insurance shall be for 12 months.		<b>Meaning of words &amp; terms: Period of insurance</b>
<b>Legal costs &amp; expenses</b> <ul style="list-style-type: none"> <li>• Reasonable costs incurred by the appointed advisor.</li> <li>• The other side's legal costs.</li> <li>• Basic wages and salary in respect of Loss of earnings cover.</li> <li>• The reasonable cost of phone calls, postage, image scanning, photocopying or credit reports incurred in respect of Identity theft cover.</li> </ul>		<b>Meaning of words &amp; terms: Legal costs &amp; expenses</b>

# 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](http://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.