

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 tax advice helpline



Consumer Legal Services website



Claims procedure.

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

Make a claim 0117 917 1698

Report a claim between 9am and 5pm weekdays (except bank holidays) or go online www.arag.co.uk/newclaims

Telephone helplines

24/7 legal advice on personal matters within EU law **0344 571 7976**

UK tax advice 9am to 5pm weekdays (except bank holidays) **0344 571 7976**

Identity theft advice and resolution service 8am to 8pm seven days a week **0333 000 2083**

Consumer Legal Services

Register today at:

www.araglegal.co.uk and enter the voucher code AFE48BBE98B5 to access the law guide and download legal documents to help with consumer legal matters.

Main benefits of Family Legal Solutions

Cover empowers you to pursue or defend your legal rights in the future. With support from ARAG, 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 sale of the home
- disputes with your neighbour
- pursuing a claim for injury or death against the person or organisation at fault
- a formal aspect or full enquiry into your personal tax affairs
- identity theft.

Who is ARAG?

ARAG's 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 €1.5 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 guidance, advice and security, both now and in the future. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service to our customers.



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 lawyer or accountant as the insurer will not pay any costs incurred without our agreement.
2. You can request a claim form, between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **0117 917 1698** or by downloading one at **www.arag.co.uk/newclaims**
3. We will issue you with a written acknowledgement within one working day of receiving your claim form.
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:
 - confirming the appointment of a qualified representative who will promptly progress the claim for you; or
 - if the claim is not covered, explaining in full why and whether we can assist in another way.
5. When a lawyer is appointed they will try to resolve your dispute without delay, arranging 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.

Legal and tax advice

If you have a legal or tax problem we strongly recommend that you take advantage of our confidential legal and tax advice helpline which is provided as part of this policy. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. Your query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

You can get advice by telephoning **0344 571 7976**. Use of this service does not constitute reporting of a claim.

What happens if the insurer cannot meet its liabilities?

AmTrust Europe Limited 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 from the FSCS.

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.

Your policy cover

Following an Insured event the **insurer** will pay the **insured's legal costs & expenses** and **communication costs** up to £50,000, for all claims related by time or cause, including the cost of appeals 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 co-operates fully with **us**.
- 3) The Insured event happens within the **territorial limit**.
- 4) The claim
 - a) always has **reasonable prospects of success**
 - b) is reported to **us**
 - i) during the **period of insurance**
 - 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** in any claim
 - a) to be heard by the **small claims court** and/or
 - b) before proceedings have been or need to be issued.
- 6) Any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licencing body; or mediation agreed with **us**.

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

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 co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome. Where the **insured** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by the **insured** to HM Courts & Tribunals Service.

What is not covered under Insured event 1

Any claim 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. fees that are recoverable from an employer or ex-employer by order of the court or where the **insured** qualifies to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service
5. a compromise or settlement agreement between the **insured** and their employer. **We** will be able to help the **insured** find a suitable solicitor who will assist the **insured** with this at their own expense.

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 relating to:

1. disputes with tenants or 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 designing, converting or extending any building where the contract value exceeds £6,000 including VAT.

3 Property

A dispute relating to visible 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

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 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.

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 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 relating to a contract dispute.
2. Defending any dispute other than an appeal.

6 Tax

A formal aspect or full 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 relating to:

1. tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements
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 Specialist Investigations (SI) Branch of HM Revenue & Customs.

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
- 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) 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 relating to:

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

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.

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** and **communication costs** 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
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)
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 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, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses, communication costs**, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the **insurer**
- d) keep **legal costs & expenses** and **communication costs** as low as possible
- e) 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 2b) 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:
 - i) **we** agree to start proceedings or proceedings are issued against an **insured**, or
 - ii) there is a conflict of interest, except where the **insured's** claim is to be dealt with by the **small claims court** where **we** shall choose the **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.
- 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**, cover will end immediately.
- e) In respect of a claim under Insured event 1 Employment, 2 Contract, 4 Personal injury or 5 Clinical negligence, the **insured** enters into a **conditional fee agreement** or the **appointed advisor** enters into a **collective conditional fee agreement**, where legally permitted.

3. Consent

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.

4. Settlement

- a) The **insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **insured** and an employer or ex-employer under Insured event 1 Employment.
- c) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- d) 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**.
- e) The **insured** must settle **communication 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

If an **insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be forfeited including the premium.

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 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 part of the premium for the remaining period 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 part of the premium for the unexpired term. **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 co-operate 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 intimidation or bullying of **our** staff or suppliers
 - iii) where **we** reasonably suspect fraud.

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. Data Protection Act

It is agreed by the **insured** that any information provided to **us** and/or the **insurer** regarding the **insured** will be processed by **us** and/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For our mutual protection and **our** training purposes, calls may be recorded.

12. Contracts (Rights of Third Parties) Act 1999

A person who is not an **insured** under 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 solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of the **insured**.

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 100% "no-win no-fee".

Conditional fee agreement

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

Communication costs

The reasonable cost of UK phone calls, postage (including special delivery) photocopying or faxes and credit reports where the **insured** has taken advice from **our** Identity Theft Advice and Resolution Service and is advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair their credit rating,

restore their identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.

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

AmTrust Europe 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. Reasonable experts' reports, reasonably and properly incurred by the **appointed advisor**.
3. 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.

4. Reasonable accountancy fees reasonably incurred under Insured event 6 Tax by the **appointed advisor** and agreed by **us** in advance.
5. The **insured's communication costs**.

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.
2. In criminal prosecution claims where the **insured**
 - a) pleads guilty, a greater than 50% chance of successfully 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.

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

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**, AmTrust Europe Limited.

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) provided that it falls within their jurisdiction. 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.

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

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer AmTrust Europe Limited. AmTrust Europe Limited is registered in England and Wales number 1229676 Registered address: Market Square House, St. James's Street, Nottingham NG1 6FG. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202189. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and AmTrust Europe Limited are covered by the Financial Ombudsman Service.

www.arag.co.uk