

# Family Legal Protection Policy Wording



## Important Information

This is your Family Legal Protection policy – it includes everything you need to know about your cover.

We suggest you keep this document in a safe place as you will need to refer to it if you need to make a claim.

## Assistance service

We provide these services 24 hours a day, seven days a week during the **period of insurance**. All services apply to the Republic of Ireland unless otherwise stated.

### DOMESTIC HELP

Call 01 881 8010

We will arrange help or repairs needed if **you** have a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage.

**You** will be responsible for paying the costs for the help.

We will not accept responsibility if the Assistance Service is unavailable for reasons **we** cannot control.

## Helpline services

We provide these services 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending upon **your** enquiry. All helplines apply to the Republic of Ireland unless otherwise stated.

To help **us** check and improve **our** service standards **we** may record all calls.

When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy. Please do not phone **us** to report a general insurance claim.

## LEGAL ADVICE

Call **0818 670 747**

**We** provide confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland, United Kingdom, Channel Islands and Isle of Man.

**Our** legal advisers provide advice on the laws of the Republic of Ireland 24 hours a day, seven days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of specialist matters, **we** will refer **you** to one of **our** specialist advisers.

**Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.**

## IDENTITY THEFT SERVICE

Call **0818 252 922**

If **you** are a resident in the Republic of Ireland, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of **identity theft**.

The helpline is open 9am to 5pm, Monday to Friday.

N.B. We do not provide a call back service for this helpline if you call outside of the operating hours.

## HEALTH & MEDICAL INFORMATION SERVICE

Call **0818 254 164**

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

**Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.**

## COUNSELLING SERVICE

Call **1800 670 407**

**We** will provide **you** (including any members of **your** immediate family who permanently live with **you**) with a confidential counselling service over the phone if they are aged 18 years or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

**We** will not accept responsibility if the Helpline Services are unavailable for reasons **we** cannot control.

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# The meaning of **words** in this policy

The following words have these meanings wherever they appear in **bold**:

- appointed representative** The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on **your** behalf.
- ARAG Standard Terms of Appointment** The terms and conditions (including the amount the **insurer** will of pay to an **appointed representative**) that apply to the relevant type of claim, which could include a no win, no fee agreement. Where a law firm is acting as an **appointed representative** the amount is currently up to a maximum of €150 per hour.
- costs and expenses**
- (a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAG Standard Terms of Appointment**.
  - (b) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** on a party/party basis.
  - (c) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.
  - (d) In the event of **your** absence from work, **attendance expenses** to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the **appointed representative**. The maximum the **insurer** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount **your** employer has paid **you**, or the court or the Workplace Relations Commission, has paid or awarded **you**.
- The amount the **insurer** will pay is based on the following:
- the time **you** are off work, including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight hours;
  - if **you** work full time, the salary or wages for each day equals 1/250th of **your** yearly salary or wages;
  - if **you** work part time, the salary or wages will be a proportion of **your** weekly salary or wages;
  - if **you** are self employed, the **insurer** will pay net salary or wages that **you** draw from the business to cover **your** own personal cost-of-living expenses.
- countries covered**
- (a) For insured incidents 1 Contract disputes and 3 Bodily injury  
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
  - (b) For all other insured incidents. The Republic of Ireland.

## The meaning of **words** in this policy (continued)

<b>date of occurrence</b>	<p>(a) For civil cases (other than under insured incident <b>7 Tax protection</b>), the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the <b>date of occurrence</b> is the date of the first of these events. (This is the date the event happened, which may be before the date <b>you</b> first became aware of it.)</p> <p>(b) For criminal cases, the date <b>you</b> began, or are alleged to have begun, to break the law.</p> <p>(c) For insured incident <b>7 Tax protection</b>, the date when the Revenue Commissioners first notify <b>you</b> in writing of their intention to carry out a revenue audit.</p>
<b>identity theft</b>	The theft or unauthorised use of <b>your</b> personal identification which has resulted in the unlawful use of <b>your</b> identity.
<b>insurer</b>	ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.
<b>period of insurance</b>	The period for which <b>we</b> have agreed to cover <b>you</b> .
<b>Personal Injuries Assessment Board (PIAB)</b>	An independent state body which assesses personal injury compensation.
<b>preferred law firm</b>	A law firm <b>we</b> choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with <b>your</b> claim and must comply with <b>our</b> agreed service standard levels, which <b>we</b> audit regularly. They are appointed according to the <b>ARAG Standard Terms of Appointment</b> .
<b>reasonable prospects</b>	<p>(a) For civil cases, the prospects that <b>you</b> will recover losses or damages (or obtain any other legal remedy which <b>we</b> have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. <b>We</b>, or a <b>preferred law firm</b> on <b>our</b> behalf, will assess whether there are <b>reasonable prospects</b>.</p> <p>(b) For criminal cases there is no requirement for there to be prospects of a successful outcome.</p> <p>(c) For all civil and criminal appeals the prospect of a successful outcome must be at least 51%.</p>
<b>revenue audit</b>	An examination by the Revenue Commissioners of <b>your</b> self assessment return for income tax or capital gains tax.
<b>we, us, our, ARAG</b>	ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the <b>insurer</b> , ARAG Insurance Company Limited.

## The meaning of **words** in this policy (continued)

**you, your**

The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. Anyone claiming under this policy must have the policyholder's agreement to claim.

# Welcome to **ARAG Family Legal Protection**

Thank **you** for purchasing this ARAG Family Legal Protection. To make sure **you** get the most from **your** ARAG cover, please take time to read this policy which explains the contract between **you** and **us**.

If **you** have any questions or would like more information, please contact **your** insurance adviser.

## Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a personal legal problem, please phone **us** on **0818 670 747**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give legal advice.

## Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, please phone **us** on 01 670 7470 and **we** will send **you** a claim form. **We** cannot confirm cover for **your** claim over the phone. Please send **your** completed claim form or written details of **your** claim to the **Claims Department | ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin | D02 WR20** or email [claims@arag.ie](mailto:claims@arag.ie)

Once **you** have sent **us** the details of **your** claim and if **we** have accepted it, **we** will start to resolve **your** legal problem. Claims are usually handled by an **appointed representative** appointed by **us**. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

## How to make a complaint

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Head of Legal & Compliance at **ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20**. Or **you** can phone **us** during standard office hours on **01 670 7470** or email **us** at [customerrelations@arag.ie](mailto:customerrelations@arag.ie).

Details of **our** internal complaint handling procedures are available on request.

If **you** are still not satisfied **you** can contact the Financial Services and Pensions Ombudsman (FSPO) at **Lincoln House | Lincoln Place | Dublin 2 | D02 VH29**. **You** can also contact them by emailing their Information Service at [info@fspoi.ie](mailto:info@fspoi.ie) or calling them on **+353 1 567 7000**. Website [www.fspoi.ie](http://www.fspoi.ie)

**You** can also contact the Insurance Information Service at **5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8** or by phoning **01 676 1820**. Website [www.insuranceireland.eu](http://www.insuranceireland.eu)

Using these services does not affect **your** right to take legal action.



## Our Agreement

This policy, the schedule and any endorsement shall be read together as one document, and describe the contact between **you** and **us**.

**We** agree to provide the insurance described in this policy for **you** in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy and schedule, provided that:

- (a) **reasonable prospects** exist for the duration of the claim
- (b) the **date of occurrence** of the insured incident is during the **period of insurance**
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **countries covered**
- (d) the insured incident happens within the **countries covered**.

## What we will pay

**We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident provided that:

- 1 The most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €65,000.
- 2 The most the **insurer** will pay in **costs and expenses** is no more than the amount the **insurer** would have paid to a **preferred law firm**. The amount the **insurer** will pay a law firm (where acting on **your** behalf) is currently €150 per hour. This amount may vary from time to time.
- 3 In respect of an appeal or the defence of an appeal, **you** must tell **us** within the statutory time limits allowed that **you** want to appeal. Before the **insurer** pays **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist.
- 4 For an enforcement of judgment to recover any money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist.
- 5 Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in **costs and expenses** is the value of the likely award.
- 6 in respect of insured incident **3 Bodily injury** the **insurer** will pay the application fee required by the **Personal Injuries Assessment Board (PIAB)**.

## What **we will not pay**

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by the **insurer**.

## 1 CONTRACT DISPUTES

**We** will negotiate for **your** legal rights in a contractual dispute arising from an agreement or an alleged agreement which **you** have entered into for:

- (a) buying or hiring in goods or services; or
- (b) selling goods;

### Provided that:

The amount in dispute is more than €150.

## What is not covered under CONTRACT DISPUTES

A claim relating to:

- (1) a contract regarding **your** trade, profession, employment or any **business** venture;
- (2) construction work on any land, or designing, converting or extending any building where the contract value exceeds €7,500 (including VAT);
- (3) the settlement payable under an insurance policy (**we** will negotiate if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
- (4) a dispute arising from any loan, mortgage, pension, investment or borrowing;
- (5) a dispute over the terms of a lease of land or buildings or a licence or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.

## 2 IDENTITY THEFT

### Identity theft support service

Following a call to the identity theft helpline service, **we** will help to restore **your** identity and credit status if **you** have become a victim of identity theft. **We** will assign a personal case worker who will provide phone advice to help regain **your** identity.

### Legal costs

Following **your** identity theft:

- (1) the **insurer** will pay legal costs to reinstate **your** identity including costs for the signing of statutory declarations or similar documents;
- (2) **we** will negotiate for **your** legal rights in a dispute with debt collectors or any party pursuing legal action against **you** arising from or relating to identity theft;
- (3) the **insurer** will pay loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

### Provided that;

- (i) **you** file a Gardaí report and notify banks and building societies as soon as possible; and
- (ii) **you** tell **us** if **you** have previously suffered **identity theft**; and
- (iii) **you** take all reasonable action to prevent continued unauthorised use of **your** identity.

## What is not covered under IDENTITY THEFT

- (1) Fraud committed by anyone entitled to make a claim under this policy.
- (2) Losses arising from **your business** activities.

<p><b>3 BODILY INJURY</b>  <b>We</b> will negotiate for <b>your</b> legal rights in a claim against a party who causes the death of, or bodily injury to <b>you</b>. This includes helping <b>you</b> to register <b>your</b> claim with the <b>Personal Injuries Assessment Board (PIAB)</b>.</p>	<p><b>What is not covered under BODILY INJURY</b></p> <ol style="list-style-type: none"> <li>(1) Illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.</li> <li>(2) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to <b>you</b>.</li> <li>(3) Clinical negligence.</li> <li>(4) Defending <b>your</b> legal rights, but defending a counter-claim is covered.</li> <li>(5) The cost of obtaining a medical report when registering a claim with the <b>PIAB</b>.</li> </ol>
<p><b>4 CLINICAL NEGLIGENCE</b>  <b>We</b> will negotiate for <b>your</b> legal rights where it is alleged that accidental death or bodily injury to <b>you</b> has resulted from a single negligent act of surgery, clinical or medical procedure.</p>	<p><b>What is not covered under CLINICAL NEGLIGENCE</b></p> <ol style="list-style-type: none"> <li>(1) The alleged failure to correctly diagnose <b>your</b> condition.</li> <li>(2) Psychological injury or mental illness that is not associated with <b>you</b> having suffered physical bodily injury.</li> </ol>
<p><b>5 EMPLOYMENT DISPUTES</b>  <b>We</b> will negotiate for <b>your</b> legal rights in a dispute relating to <b>your</b> contract of employment or future employment.</p>	<p><b>What is not covered under EMPLOYMENT DISPUTES</b></p> <ol style="list-style-type: none"> <li>(1) Employers' disciplinary hearings or internal grievance procedures;</li> <li>(2) Any claim relating solely to personal injury.</li> </ol>
<p><b>6 PROPERTY PROTECTION</b>  <b>We</b> will:</p> <ol style="list-style-type: none"> <li>(a) negotiate for <b>your</b> legal rights in a civil action; and/or</li> <li>(b) arrange mediation (if appropriate); for a dispute relating to physical property (including <b>your</b> principal and holiday home) which is legally owned by <b>you</b>, or for which <b>you</b> are responsible, following:             <ol style="list-style-type: none"> <li>(1) an event which causes physical damage to such physical property, provided that the amount in dispute is more than €150;</li> <li>(2) a legal nuisance (meaning any unlawful interference with <b>your</b> use or enjoyment of their land, or some right over, or in connection with it);</li> <li>(3) a trespass.</li> </ol> </li> </ol>	<p><b>What is not covered under PROPERTY PROTECTION</b></p> <ol style="list-style-type: none"> <li>(1) A claim relating to:             <ol style="list-style-type: none"> <li>(a) a contract entered into by <b>you</b>;</li> <li>(b) any building or land other than <b>your</b> principal or holiday home;</li> <li>(c) someone legally taking <b>your</b> physical property from <b>you</b>, whether <b>you</b> are offered money or not, or restrictions or controls placed on <b>your</b> physical property by any government or public or local authority;</li> <li>(d) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage;</li> <li>(e) mining subsidence.</li> </ol> </li> <li>(2) Defending a claim relating to an event that causes physical damage to physical property, but defending a counter-claim is covered.</li> <li>(3) The first €350 of any claim for legal nuisance or trespass. This is payable as soon as <b>we</b> accept the claim.</li> </ol>

<p><b>7 TAX PROTECTION</b> In the event of a <b>revenue audit</b> relating to <b>your</b> self-assessment tax return, <b>we</b> will negotiate for <b>you</b>, and represent <b>you</b> in any appeal proceedings.</p>	<p><b>What is not covered under TAX PROTECTION</b></p> <ul style="list-style-type: none"><li>(1) A claim relating to an off shore account held by <b>you</b>.</li><li>(2) The tax affairs of a company, or any claim if <b>you</b> are self-employed, or a sole-trader, or in a <b>business</b> partnership.</li><li>(3) Any Revenue Commissioner's audit where <b>you</b> have not submitted a self-assessment tax return.</li><li>(4) Reviews conducted by the Revenue Commissioners as part of its review programmes.</li></ul>
<p><b>8 JURY SERVICE AND COURT ATTENDANCE</b> Your absence from work:</p> <ul style="list-style-type: none"><li>(a) to attend any court or tribunal at the request of the <b>appointed representative</b>; or</li><li>(b) to perform jury service; or</li><li>(c) to carry out activities specified by the <b>identity theft</b> support service under insured incident <b>2 Identity theft</b>.</li></ul>	
<p><b>9 LEGAL DEFENCE</b></p> <ul style="list-style-type: none"><li>(1) <b>We</b> will defend <b>your</b> legal rights if an event arising from <b>your</b> work as an employee leads to:<ul style="list-style-type: none"><li>(a) <b>you</b> being prosecuted; or</li><li>(b) civil action being taken against <b>you</b> under legislation for unlawful discrimination.</li></ul></li><li>(2) <b>We</b> will defend <b>your</b> legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.</li></ul>	<p><b>What is not covered under LEGAL DEFENCE</b></p> <ul style="list-style-type: none"><li>(1) Parking or obstruction offences.</li><li>(2) The driving of a motor vehicle by <b>you</b> for which <b>you</b> do not have valid motor insurance.</li></ul>

# General Exclusions

## 1 Late reported claims

Any claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that **we** have agreed to) or of making a successful defence.

## 2 Costs we have not agreed

**Costs and expenses** incurred before **our** written acceptance of a claim.

## 3 Court awards and fines

Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.

## 4 Deliberate acts

A claim intentionally brought about by **you**.

## 5 Legal action we have not agreed

Legal action that **you** take which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

## 6 Defamation

Any claim relating to written or verbal remarks which damage **your** reputation.

## 7 A dispute with **us** or the **insurer** not otherwise dealt with under Condition 6.

## 8 Judicial reviews, inquests, inquiries and injunctions

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry or injunctions.

## 9 Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 10 Litigant in person

Any claim where **you** are not represented by a law, barrister or tax expert.

## 1) Your representation

- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm**, or in-house lawyer as your appointed representative to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where the **insurer** is liable to pay a compensation award.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most the **insurer** will pay is the hourly amount the **insurer** would have paid if they had agreed to the **ARAG Standard Terms of Appointment** and, in those circumstances, **you** would be liable for **costs and expenses** which exceed those included within the **ARAG Standard Terms of Appointment**. These will be provided to **you** once we accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your own appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type, the **insurer** will pay up to a maximum of €150 per hour.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep us up to date with the progress of the claim.

## 2) Your responsibilities

An **insured person** must:

- (a) co-operate fully with **us** and the **appointed representative**;
- (b) give the **appointed representative** any instructions that **we** ask **you** to.

## 3) Offers to settle a claim

- (a) **You** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.

- (b) If **you** do not accept a reasonable offer to settle a claim, the **insurer** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay **you** the amount of damages that **you** are claiming, or that is being claimed against **you**, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle a claim in **your** name. **You** must allow **us** to pursue at **our** own expense and for **your** benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

#### 4) Assessing and recovering costs

- (a) **You** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- (b) **You** must take every step to recover **costs and expenses** and **PIAB** application fee(s) that **we** have to pay, and must pay **us** any **costs and expenses** and **PIAB** application fee(s) that are recovered.

#### 5) Cancelling an appointed representative's appointment

If the **representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

#### 6) Withdrawing cover

- (a) If **you** settle a claim or withdraw it without **our** agreement, or do not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and the **insurer** will be entitled to reclaim from **you** **costs and expenses** the **insurer** has paid.
- (b) If during the course of a claim **reasonable prospects** no longer exist, the cover **we** provide will end at once. The **insurer** will pay any costs and expenses the **insurer** has agreed to, up to the date cover was withdrawn.

#### 7) Disputes

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the **Financial Services and Pensions Ombudsman (FSPO)** for help. Details available from [info@fspoi.ie](mailto:info@fspoi.ie)

The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.



## 8) You must:

- (a) keep to the terms and conditions of this policy;
- (b) take reasonable steps to avoid and prevent claims;
- (c) take reasonable steps to avoid incurring unnecessary costs;
- (d) send everything **we** ask for, in writing;
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

## 9) Expert opinion

**We** may, at **our** discretion, require **you** to obtain, at **your** expense, an opinion from an expert, that **we** consider appropriate, on the merits of a claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

## 10) Cancelling the policy

**You** can cancel this policy by telling **us** at any time as long as **you** tell **us** at least 14 working days beforehand.

**We** can cancel this policy at any time as long as **we** tell **you** at least 14 working days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

## 11) Fraudulent claims

**We** will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or the **insurer** will not pay the claim if:

- (a) a claim **you** have made to obtain benefit under this policy involves a fraudulent misrepresentation or where any conduct by **you** (relative to the contract or the steps leading to its formation) involves fraud of any other kind, or
- (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the Gardaí, government bodies and anti-fraud organisations.

**12) Claims under this policy by a third party**

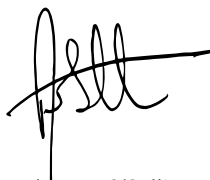
Apart from **us, you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.

**13) Other insurances**

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

**14) Law that applies**

This policy will be governed by Irish Law. All Acts of the Oireachtas within the policy wording shall include any subsequent amendment or replacement legislation.



Adrienne O'Sullivan  
Chief Executive Officer  
ARAG Legal Protection Limited

# 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.ie](http://www.arag.ie)

## 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.

## Your important information

### LEGAL ADVICE HELPLINE

call **0818 670 747** when **you** require legal advice

### IDENTITY THEFT SERVICE

call **0818 252 922** for support against identity theft

### HEALTH AND MEDICAL INFORMATION SERVICE

call **0818 254 164** for advice on general health issues

### COUNSELLING SERVICE

call **1800 670 407** for confidential counselling

### DOMESTIC HELP

call **01 881 8010** when **you** have a domestic emergency in **your** home

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

[www.arag.ie](http://www.arag.ie)