

# *ARAG Auto* **Commercial Solutions**



Legal protection

**islands  
hepburns**



Thank you for purchasing this policy.

**This is your Policy Wording**

**Act quickly after an accident**

Call us now on: **0800 783 6066**

# Important information

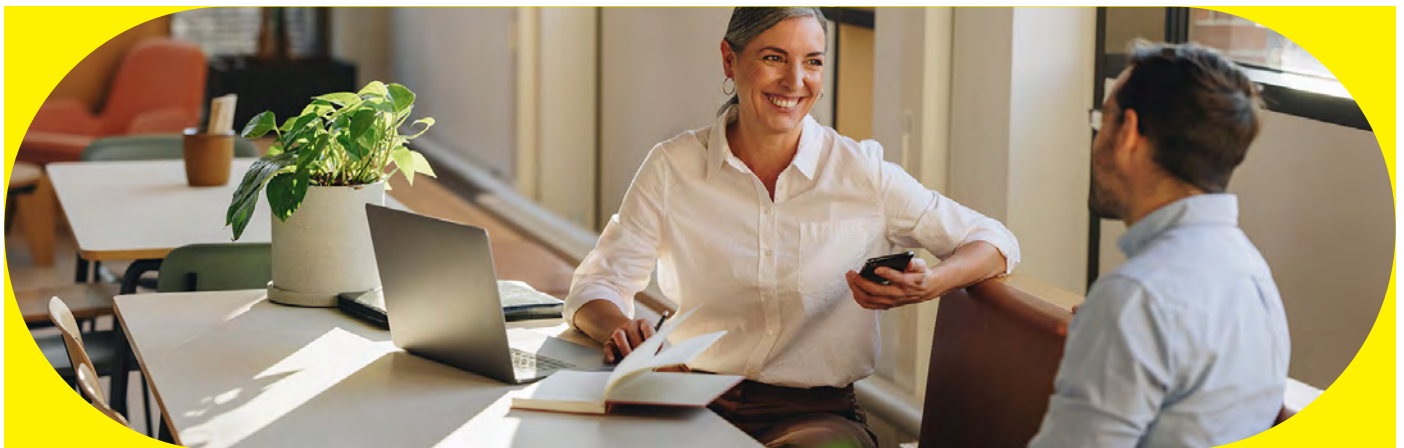
This is **your ARAG** Auto Commercial Solutions legal protection policy wording. It includes everything **you** need to know about **your** cover.

**Keep this document in a safe place as you will need to refer to it if you need to make a claim.**

If an **insured person** is involved in an accident, they should remember to write down as many details as possible, such as:

- the name, address and phone number of the other driver(s) involved in the accident
- the registration number, make, model and colour of the other vehicle(s) involved in the accident
- the name of the company that insures the other vehicle(s), including any policy numbers
- the names, addresses and phone numbers of anyone who may have seen the accident
- the location where the accident took place
- the weather, road and visibility conditions at the time of the accident
- the movements that led to the accident.

**ARAG** Auto Commercial Solutions legal protection is designed to help an **insured person** if a motor accident was not their fault and they have suffered an injury, need a replacement hire vehicle, or incurred other losses which are not covered under **your** motor insurance policy. It also provides defence against motoring prosecutions and at hearings in respect of revoking or changing specific commercial driving licenses, and assistance with contractual disputes relating to the **insured vehicle**.



# Helpline services

**You** can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. 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.

## **Legal advice service: Call 0117 934 0552**

**We** will provide **you** with confidential legal advice over the phone on any commercial legal problem affecting **your** business, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

**Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 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.**

## **Tax advice service: Call 0117 934 0552**

**We** will provide **you** with confidential advice over the phone on any tax matters affecting **your** business, under the laws of the United Kingdom.

**Tax advice is available 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.**



## **Health and medical information service: Call 0117 934 0552**

**We** will provide an **insured person** with information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in an **insured person's** area, including local NHS dentists.

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

## **Counselling service: Call 0117 934 2121**

**We** will provide an **insured person** with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary and/or professional services. The **insured person** will pay any costs for using the services to which they are referred.

**This helpline is open 24 hours a day, seven days a week.**

**We** cannot 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 this policy in **bold**:

## Appointed representative

The **preferred law firm**, law firm or other suitably qualified person **we** will appoint to act on an **insured person's** behalf.

## ARAG Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

## Costs and expenses

- a) All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAG Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

## Countries covered

For insured incidents **1 Personal injury**, **2 Uninsured loss recovery**, **3 Motor protection** and **4 Motor contract disputes**

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.

For insured incident **5 Replacement hire vehicle** England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey\*.

\*There may also be limited scenarios in which **we** are able to accept a claim under **5 Replacement hire vehicle** within other parts of the United Kingdom of Great Britain and Northern Ireland – please report such a claim to **us** for **our** assessment based on the circumstances.

## Date of occurrence

- a) For civil cases the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)
- b) For motoring offences, the date of the motor offence an **insured person** is alleged to have committed. If there is more than one offence arising at different times, the **date of occurrence** is the date an **insured person** began, or is alleged to have begun, to break the law.

## Insured person

**You** and the directors, partners, managers and all other employees. Any passenger or driver who is in or on the **insured vehicle** with **your** permission. Anyone claiming under this policy must have **your** agreement to claim.

## Insured vehicle

The motor vehicle(s) covered by the motor insurance policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).

### Period of insurance

The period for which **we** have agreed to cover the **insured person**.

### Preferred law firm

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

### Reasonable prospects

- a) The prospects that an **insured person** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
- b) For insured incident **3 Motor protection** there is no requirement for there to be prospects of a successful outcome.
- c) For all appeals the prospects of a successful outcome must be at least 51%.

### Uninsured losses

Documented losses which an **insured person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

### Vehicle hire costs

For insured incident **5 Replacement hire vehicle**, the cost of hiring a comparable replacement vehicle for a period or periods **we** agree to.

This cost includes motor insurance for the vehicle, and delivery and collection charges where necessary.

### We/Us/Our/ARAG

ARAG Legal Expenses Insurance Company Limited.

### You/Your

The business that has taken out this policy (shown in the schedule as the policyholder).



# Welcome to ARAG

Thank **you** for purchasing this **ARAG** Auto Commercial Solutions legal protection policy. If an **insured person** is involved in a motor accident, faces prosecution for a motoring offence or if **you** require assistance in a contract dispute regarding the **insured vehicle** or need legal advice, **we** are here to help **you** 24 hours a day, 365 days a year.

ARAG Legal Expenses Insurance Company Limited ('**ARAG**') is the underwriter and provides the legal protection insurance and additional services under **your** policy.

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**.

## How we can help

If an **insured person** is involved in an accident which was not their fault, **we** will help them to pursue compensation for their injuries, and/or to recover their **uninsured losses** from the person who caused the accident. **Uninsured losses** could include **your** motor insurance policy excess or other out-of-pocket expenses.

Where **we** have accepted **your** claim, but the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau, where appropriate.

If the accident was entirely the other person's fault and the **insured vehicle** cannot be driven, **we** can arrange to supply **you** with a comparable replacement vehicle under insured incident **5 Replacement vehicle hire** until the **insured vehicle** is repaired.

**We** will do so only if **you** meet the hire company's terms and conditions of hire. For **us** to provide a replacement hire vehicle, the driver at fault must have valid motor insurance and be identified or traced. This service is available in England and Wales, on the mainland of Scotland and Northern Ireland and the Isle of Man, Jersey and Guernsey.

Please note there may sometimes be circumstances, such as local unavailability, in which **we** are unable to provide a comparable replacement vehicle. In such cases **we** will try to provide an alternative replacement vehicle. If this is not possible **we** will still seek to recover **your uninsured losses** for the loss of use of the **insured vehicle**.

**We** can also defend an **insured person** against motoring prosecutions and at hearings in respect of revoking or changing specific commercial driving licenses, and assist **you** in contract disputes related to the **insured vehicle**.

## When you need to make a claim

Phone **us** on **0800 783 6066** as soon as possible after an **insured person** is involved in an accident, or if **you** need a hire vehicle, to speak with one of **our** dedicated customer claims handlers. If **you** are calling outside of the UK, please phone **us** on **+44 29 2085 4069**. If an **insured person** is faced with a motor prosecution, or **you** have a motor contract dispute, please phone **us** on **0344 893 9027**.

## If you need any other help from us

If **you** wish to speak to **our** legal teams about a commercial legal problem, please phone **us** on **0117 934 0552**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to give **you** legal advice.

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

# Legal protection: our agreement

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

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**
4. the insured incident happens within the **countries covered**. For insured incident **5 Replacement vehicle hire** the hire vehicle is required within the **countries covered**.
- c) 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 **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist and for insured incident **3 Motor protection**, **we** must have defended the original motoring prosecution.
- d) 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 **we** will pay in **costs and expenses** is the value of the likely award.

## What we will pay

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

- a) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.
- b) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. The amount may vary from time to time.

## What we will not pay

1. In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **us**.
2. The first £250 of any motor contract dispute claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.
3. If **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses** and/or **vehicle hire costs**.



# Insured incidents

## 1) Personal injury

### What is covered

**Costs and expenses** incurred to pursue an **insured person's** legal rights after an event which has caused:

- a) their death; or
  - b) bodily injury to them,
- whilst travelling in or on the **insured vehicle**.

### What is not covered

- 1. Psychological injury or mental illness unless the condition is caused by the same event as a physical bodily injury and forms part of the same claim.
- 2. Defending an **insured person's** legal rights other than in defending a counter-claim.

## 2) Uninsured loss recovery

### What is covered

**Costs and expenses** incurred to recover an **insured person's** **uninsured losses** after an event which has caused damage to:

- a) the **insured vehicle**; and/or
- b) any property belonging to an **insured person** whilst in or on the **insured vehicle**.

## 3) Motor protection

### What is covered

- a) **Costs and expenses** incurred to defend an **insured person's** legal rights if they are prosecuted for a motoring offence in connection with the use or ownership of the **insured vehicle**, which the **insured person** has notified **us** of within 10 days of receiving a written Notice of Intended Prosecution, or as soon as reasonably possible if the **insured person** is notified of a prosecution any other way.
- b) **Costs and expenses** to represent an **insured person** at a hearing following an event which results in the relevant licensing authority revoking, suspending, or altering the terms of, or refusing to renew an **insured person's** Goods Vehicle Operator's licence, Passenger Carrying Vehicle, Hackney Carriage, Private Hire Car or Taxi licence.

### What is not covered

Parking or obstruction offences, insurance offences or challenging a fixed penalty notice.

## 4) Motor contract disputes

### What is covered

**Costs and expenses** incurred in respect of a dispute arising from an agreement or an alleged agreement which **you** have entered into for:

- a) buying, selling, hiring or insurance of the **insured vehicle** or its spare parts or accessories
- b) the service, repair or testing of the **insured vehicle**; or
- c) the carriage of goods or passengers by the **insured vehicle**.

**You** must have entered into the agreement during the **period of insurance** and the amount in dispute must exceed £500.

### Provided that:

- i) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500;
- ii) if the dispute relates to money owed to **you**, a claim under the policy must be made within 90 days of the money becoming due and payable;
- iii) **you** are responsible for the first £250 of each and every claim. If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

### What is not covered

1. Any claim relating to the settlement payable under an insurance policy. (We will cover a dispute if **your** insurer refuses **your** claim but not for a dispute over the amount of a claim).
2. The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.
3. Any claim where either at the start of, or during the course of a claim:
  - a) **you** are declared bankrupt
  - b) **you** have filed a bankruptcy petition
  - c) **you** have filed a winding-up petition
  - d) **you** have made an arrangement with **your** creditors
  - e) **you** have entered into a deed of arrangement
  - f) **you** are in liquidation
  - g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

## 5) Replacement hire vehicle

### What is covered

If you are involved in an accident that was entirely the other person's fault:

We will make the arrangements for vehicle hire for **you** within the **countries covered** and we will pay **your vehicle hire costs** following an accident involving the **insured vehicle** and another vehicle, as long as the **insured vehicle** cannot be driven.

#### Provided that:

- i) **You** must agree to **us** trying to recover any **vehicle hire costs** in **your** name, and any costs recovered must be paid to **us**.
- ii) **We** will choose the vehicle hire company and the type of vehicle to be hired.
- iii) **We** will decide how long a vehicle can be hired for.
- iv) **You** must tell **us** as soon as the **insured vehicle** becomes available to drive again.
- v) An **insured person** must meet the age and licensing rules of the vehicle hire company **we** choose and must follow any terms and conditions of hire.
- vi) **You** must tell **us** if **you** do not intend to use the hire vehicle for a period of time, for example if an **insured person** will be away on holiday.
- vii) On occasion, **we** may require **you** to arrange **your** own insurance for the hire vehicle. For example, if a driver has penalty points, or due to restrictions regarding a driver's age, or due to the number of drivers required. In such cases, **you** will be required to pay for the insurance but **we** will seek to recover the costs of the insurance on **your** behalf.

#### Please note:

- a) if the **insured vehicle** is undriveable following the accident, the vehicle hire will start at once. If the **insured vehicle** remains driveable, the vehicle hire will start no earlier than when the **insured vehicle** goes into a garage for repairs.
- b) it may not be possible to arrange a new vehicle hire outside of the hire company's usual office hours and vehicle delivery times. However, you should still report the claim to us as soon as possible after the accident.
- c) the vehicle hire will end no more than 24 hours after repairs are completed on the **insured vehicle**, allowing you time to collect your vehicle and for the vehicle hire company to collect their vehicle.
- d) if the **insured vehicle** was a total loss, the vehicle hire will end no more than 7 calendar days after you receive the total loss payout, allowing you time to replace your vehicle.
- e) if the other person, or their representative, claims they were not entirely at fault, we will only provide vehicle hire if we assess the evidence to be showing that they were entirely at fault. If our assessment of the evidence indicates that both you and the other person were partly at fault (known as split liability), or that you were entirely at fault, we will not provide vehicle hire.
- f) there may sometimes be circumstances, such as local unavailability, in which we are unable to provide a comparable replacement vehicle. In such cases we will try to provide an alternative replacement vehicle. If this is not possible we will still seek to recover your uninsured losses for the loss of use of the **insured vehicle**.

### What is not covered

1. **Vehicle hire costs** if **you** are claiming against a person who does not have valid motor insurance or cannot be identified or traced.
2. **Vehicle hire costs** when **you** make **your** own arrangements for vehicle hire after an insured incident.
3. **Vehicle hire costs** when **you** have reasonable use of an alternative vehicle.

# Policy exclusions

We will not pay for the following:

## 1. Late reported claims

A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

## 2. Costs we have not agreed

**Costs and expenses** or **vehicle hire costs** incurred before **our** acceptance of a claim. For insured incident **5 Replacement vehicle costs**, if **we** agree to pay **vehicle hire costs** but subsequently it is established that the accident resulting in the claim was not entirely the other person's fault, **we** will not pay any further **vehicle hire costs**. However, **we** will not seek to recover any costs from **you** that **we** have already paid provided the accident details **you** have supplied are true and complete.

## 3. Court awards and fines

Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.

## 4. Legal action we have not agreed

Any legal action an **insured person** takes that **we** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **us** or the **appointed representative**.

## 5. Uninsured drivers

The **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance or a valid driving license.

## 6. A dispute with ARAG

A dispute with **us** not otherwise dealt with under policy condition 8.

## 7. Judicial review, coroner's inquest or fatal accident inquiry

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

## 8. 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, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
- d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 9. Litigant in person

Any claim where an **insured person** is not represented by a law firm or barrister.

## 10. Wilful acts

Any wilful act or omission of an **insured person** deliberately intended to cause a claim under this policy.

## 11. Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

## 12. Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

## 13. Defamation

Any defamation claim brought by or against **you** or an **insured person**.

## 14. Use of alcohol and drugs

Any claim that arises from an **insured person's** use of alcohol or drugs.

# Policy conditions

## 1. An insured person's legal representation

- a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** 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** 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 to act as the **appointed representative**.
- c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **you** 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 **we** will pay is the amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- 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. An insured person's responsibilities

- a) An **insured person** must co-operate fully with **us** and the **appointed representative**.
- b) An **insured person** must give the **appointed representative** any instructions that **we** ask them to.

## 3. Offers to settle a claim

- a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.
- b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- c) **We** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **us** to take over and pursue or settle any claim in their name. The **insured person** must allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.

## 4. Assessing and recovering costs

- a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

## 5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

## 6. Withdrawing cover

- a) If an **insured person** settles or withdraws a claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses we** have paid.
- b) If, during the course of a claim, **reasonable prospects** no longer exist, the cover **we** provide will end at once. **We** will pay any **costs and expenses we** have agreed to, up to the date cover was withdrawn.

## 7. Expert opinion

**We** may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the 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.

## 8. Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **us**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

## 9. Keeping to the policy terms

An **insured person** 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, and
- e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

## 10. Cancelling the policy

**You** can cancel this policy by telling **us** at any time as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 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 **we** will not pay the claim if:

- a) a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- b) a false declaration or statement is made in support of a claim.

### 12. Claims under this policy by a third party

Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

### 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 is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your** business is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.



# Privacy

When you purchase and use an **ARAG** product **we** will process personal information about you and anyone else whose details are provided to **us** to provide you with a service or a claim.

**We** process your personal information in accordance with **our** Privacy Notice. You can find **our** Privacy Notice online at [www.arag.co.uk/privacy](http://www.arag.co.uk/privacy). Alternatively you can make a request for a printed copy to be sent to you by contacting [dataprotection@arag.co.uk](mailto:dataprotection@arag.co.uk)

# How to make a complaint

**We** always aim to give you a high quality service. If you think **we** have let you down, you can contact **us** by:

- phoning **0344 893 9013**
- emailing [customer-relations@arag.co.uk](mailto:customer-relations@arag.co.uk)
- writing to the **Customer Relations Department | ARAG Legal Expenses Insurance Company Limited | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW**
- completing **our** online complaint form at [www.arag.co.uk/complaints](http://www.arag.co.uk/complaints)

Further details of **our** internal complaint-handling procedures are available on request.

If you are not happy with the complaint outcome or if **we**'ve been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help.

This is a free complaint resolution service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- writing to **The Financial Ombudsman Service | Exchange Tower | London | E14 9SR**

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Using this service does not affect your right to take legal action.

# About ARAG

## Registered Address:

**ARAG Legal Expenses Insurance Company Limited | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW**

Registered in England and Wales | Company Number 103274 | Website: [www.arag.co.uk](http://www.arag.co.uk)

**ARAG** Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

**Policy number:**

**Stationery number:**

**Period of insurance from:**

**Period of insurance to:**

