



LEGAL SERVICES

# Family Legal Solutions Policy Document

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

- legal and tax helpline and
- the claim reporting procedures

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

## **HELP** WHEN YOU NEED IT:

- ✓ to report a claim

**0117 917 1698** OR  
**[www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)**

*This summary does not contain the full terms and conditions of this insurance contract; these can be found in the policy document.*

## **What is Family Legal Solutions?**

Family Legal Solutions is a cost-effective insurance product that will help protect you and your family should you need to pursue or defend your legal rights. Legal issues can be complex and sometimes difficult to resolve, but with Family Legal Solutions you will have peace of mind knowing that we are with you every step of the way, by removing the financial burden that stressful legal situations can bring. Family Legal Solutions is designed to help in a number of situations including:

- the sale or purchase of goods and services, even those relating to building work carried out on your home.
- providing assistance in resolving insurance claims, where there is a dispute over the benefits of the policy.
- if your identity is used by another person to commit fraud or other crimes.
- if you have an employment dispute such as a claim for unfair dismissal or redundancy, or if during the course of your employment a criminal charge is or could be brought against you.
- pursuing a claim for death or injury against a negligent third party.
- helping you when there is a formal aspect or full enquiry into your personal tax affairs.
- disputes with your neighbours regarding a boundary dispute, noise or other legal nuisance.

Our claims staff, and those appointed on your behalf, will be available to answer your questions, by telephone or e-mail, to provide you the reassurance you need at what can be a very difficult time.

When a claim does occur, we will appoint a solicitor, or another professional with the expertise in the area of law that matches your problem; this being a key component to providing maximum impact at the outset.

But it doesn't end there.

Family Legal Solutions also gives you access to:

- a 24 hour, 365 day legal helpline to provide advice on any personal legal matter.
- a service for the downloading of legal documents that might assist you with your personal legal-related activities. These include power of attorney, buying and selling your home, and even issues relating to pets and travel.
- a free will writing facility via our legal document service

Additionally, we can also help you find the right solicitor, even if the matter is not covered by this policy, for example when moving home, or if you have matrimonial issues.

Family Legal Solutions: Peace of mind every step of the way.

## **Who are ARAG?**

ARAG plc is part of the ARAG Group, one of the world leaders in legal insurance. ARAG is actively assisting customers in Europe and the USA, generating a premium income of over €1.3 billion. Services relating to the law embrace the historical and strategic core of the company making it today the natural choice for millions of people.

## **Claims Procedure**

If you need to report a claim:

1. Under no circumstances should you instruct your own lawyer as we will not pay the costs incurred and it could invalidate your cover.
2. Please telephone 0117 917 1698 where we can either take the details over the telephone, or you can request a claims form for completion. Alternatively, you can find further details at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)
3. Providing we accept a claim, we will arrange for a solicitor to quickly contact you with a view to progressing the case.

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

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

## **What happens if the insurer cannot meet its liabilities?**

Brit Insurance Limited is covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation up to £2,000 for the first part of the claim, and 90% of the rest in the unlikely event that the Insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

## **About us and your insurer**

ARAG plc is authorised and regulated by the Financial Services Authority (firm reference no. 452369) and is authorised to administer this insurance on behalf of Brit Insurance Limited.

## **What happens if I have a complaint?**

If you have a complaint you should contact The Managing Director, ARAG plc, Froomsgate House, Rupert Street, Bristol BS1 2QJ who will arrange to have your case reviewed at the appropriate level. If the matter is not concluded to your satisfaction, you may refer it to Brit Insurance Limited. If a complaint remains unresolved you may refer it to the Financial Ombudsman Service. They can be contacted at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800 E-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Significant Features & Benefits	Significant Exclusions or Limitations	Policy Section
The Insurer will pay the Insured's Legal Costs & Expenses up to the Limit of Indemnity, including the cost of appeals for claims reported during the period of insurance for the following Insured Events	<p>The claim is always more likely than not to be successful and is reported immediately after the Insured first becomes aware of the circumstances that could give rise to a claim occurring</p> <p>The Insured always agrees to use the Appointed Advisor nominated by us, prior to the issue of proceedings or in any claim falling under the jurisdiction of an Employment Tribunal or the Small Claims Court</p>	<p>3) YOUR POLICY COVER</p> <p>4) YOUR POLICY COVER</p>
<p><b>Employment</b></p> <p>We will cover a dispute with a current, former or prospective employer relating to your contract of employment or related statutory rights</p>	Any claim solely relating to personal injury	What is not insured under Insured Event 1 1)
<p><b>Contract</b></p> <p>We will cover a dispute arising out of an agreement or alleged agreement which you have entered into</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>the letting, leasing or licensing of land or buildings where the Insured acts as the landlord</li> <li>loans, mortgages, endowments, pensions, or any other financial or investment product</li> <li>your business, venture for gain, profession or employment</li> <li>a contract involving a motor vehicle</li> <li>a settlement due under an insurance policy</li> <li>construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT</li> </ul>	<p>What is not insured under Insured Event 2</p> <p>1)</p> <p>2)</p> <p>3)</p> <p>4)</p> <p>5)</p> <p>6)</p>
<p><b>Property</b></p> <p>We will cover a dispute relating to material property following;</p> <p>a) an event which causes or could cause physical damage to your material property including your principal home</p> <p>b) a public or private nuisance or trespass</p>	<ul style="list-style-type: none"> <li>The first £250 of each and every claim relating to public or private nuisance or trespass</li> </ul>	INSURED EVENTS COVERED 3b)
<p><b>Personal Injury</b></p> <p>We will cover an event causing you or any member of your family death or personal injury</p>	<ul style="list-style-type: none"> <li>Any dispute relating to defending a claim other than defending a counter claim</li> </ul>	What is not insured under Insured Event 4 1)
<p><b>Tax</b></p> <p>We will cover:</p> <ul style="list-style-type: none"> <li>a formal aspect or full enquiry into your personal tax affairs</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>an investigation by the Special Investigation Section or the Special Compliance Office of HM Revenue and Customs</li> <li>an investigation under the Civil Investigation of Fraud procedure</li> <li>the submission of returns or accounts where the HM Revenue &amp; Customs levy a penalty or claim for interest or which contain negligent misstatements</li> <li>a tax avoidance or tax efficient scheme</li> <li>a business or venture for gain of the Insured</li> </ul>	<p>What is not insured under Insured Event 5</p> <p>1)</p> <p>2)</p> <p>3)</p> <p>4)</p> <p>5)</p>

# keyfacts<sup>®</sup>

Significant Features & Benefits	Significant Exclusions or Limitations	Policy Section
<p><b>Legal Defence</b> We will cover work-related prosecutions relating to:-</p> <ul style="list-style-type: none"> <li>• Health &amp; Safety and the Data Protection Act</li> <li>• Civil proceedings against the Insured for unlawful discrimination</li> </ul> <p>We will cover the legal costs to defend a motoring prosecution or investigation or disciplinary hearing brought by any trade association, professional or regulatory body against the Insured.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>• driving without motor insurance or a valid driving licence</li> <li>• a parking offence</li> </ul>	<p>What is not insured under Insured Event 6</p> <p>1)</p> <p>2)</p>
<p><b>Identity Theft</b> We will cover a dispute arising from the use of your personal information without your permission to commit fraud or other crimes</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>• Any money claimed, goods, chose in action, or other property or equivalent costs obtained as a result of the identity theft</li> </ul>	<p>What is not insured under Insured Event 7</p>
<p><b>Family Document Max</b> You are entitled to download legal documents from our website to assist you with day-to-day legal issues. These include a standard will, power of attorney, letting your home, consumer complaints and identity theft. Additionally, you will also have access to various law guides</p>	<p>Documents are restricted to personal matters</p>	
<p><b>Legal &amp; Tax Advice</b> Access to legal and tax experts 24 hours a day, 365 days of the year</p>	<p>We will not put any advice in writing. Advice will be restricted to personal matters</p>	
<p><b>Family Document Max Xtra (optional)</b> You are entitled to download over 150 legal documents from our website to assist you with day-to-day legal issues</p>	<p>Documents are restricted to personal matters</p>	
	<p><b>Territorial Limit</b> The United Kingdom, Channel Islands and the Isle of Man, except for contract and personal injury where cover extends to the European Union.</p> <p><b>Limit of Indemnity</b> £50,000 is the maximum the Insurer will pay</p> <p><b>Legal Costs and Expenses</b> Cover only applies for own side's costs for contract and personal injury claims where the claim will be decided in a Court within England &amp; Wales and falls outside the jurisdiction of the Small Claims Court. Also the Insured must enter into a conditional fee agreement with the appointed advisor or the appointed advisor must enter into a collective conditional fee agreement with us.</p>	<p>Meaning of Words and Terms</p> <p>Meaning of Words and Terms</p> <p>2) Meaning of Words and Terms</p>

# Family Legal Solutions

*This Policy is evidence of the contract between you and the Insurer*

## YOUR POLICY COVER

Following an Insured Event the **Insurer** will pay the **Insured's Legal Costs & Expenses** up to the **Limit of Indemnity**, including the cost of appeals provided that:

- 1) **You** have paid the insurance premium
- 2) the Insured Event occurs within the **Territorial Limit**
- 3) the claim
  - always has **Reasonable Prospects of Success**
  - is reported to us
    - during the **Period of Insurance**
    - immediately after the **Insured** first becomes aware of circumstances which could give rise to a claim under this Policy
- 4) the **Insured** always agrees to use the **Appointed Advisor** nominated by **us** in any claim
  - falling under the jurisdiction of an Employment Tribunal or the **Small Claims Court**, and/or
  - prior to the issue of proceedings
- 5) any proceedings or hearing are dealt with by a court, tribunal or other body that **we** agree to, in the **Territorial Limit**
- 6) in respect of a claim under Insured Event 2 or 4 the **Insured** enters into a **Conditional Fee Agreement** with the **Appointed Advisor** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement** with **us** if the claim will be decided in a court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**

## INSURED EVENTS COVERED

### 1 EMPLOYMENT

A dispute with the **Insured's** current, former or prospective employer relating to their contract of employment or related statutory rights provided that in respect of any claim falling under the jurisdiction of an Employment Tribunal the **Insured** agrees to use the **Appointed Advisor** nominated by **us**.

A dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded

#### What is not insured under Insured Event 1

- 1) any dispute relating solely to personal injury
- 2) defending any claim other than defending a counter claim

### 2 CONTRACT

A dispute arising out of an agreement or alleged agreement which has been entered into by the **Insured**

#### What is not insured under Insured Event 2

Any claim relating to

- 1) the letting leasing or licensing of land or buildings where you act as the landlord
- 2) loans, mortgages, endowments, pensions, or any other financial or investment product

- 3) a business, venture for gain, profession or employment of the **Insured**
- 4) a contract involving a motor vehicle
- 5) a settlement due under an insurance policy
- 6) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT

### 3 PROPERTY

A dispute relating to material property which **you** own or is **your** responsibility

- a) following an event which causes or could cause physical damage to **your** material property including **your** principal home
- b) following a public or private nuisance or trespass provided that the **Insured** is responsible for the first £250 of each and every claim

#### What is not insured under Insured Event 3

Any claim relating to

- 1) a contract entered into by an **Insured**
- 2) any building or land other than **your** principal home
- 3) a motor vehicle
- 4) the compulsory purchase of, or restrictions or controls placed on your property by any government, local or public authority
- 5) defending any dispute under 3 a) other than defending a counter claim

### 4 PERSONAL INJURY

An event causing the **Insured** personal injury

#### What is not insured under Insured Event 4

Any claim relating to defending any dispute other than defending a counter claim

### 5 TAX

A formal aspect or full enquiry into the **Insured's** personal tax affairs provided that all returns are completed and have been submitted within the statutory timescales permitted

#### What is not insured under Insured Event 5

Any claim arising from or relating to

1. an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
2. an investigation under the Civil Investigation of Fraud procedure
3. the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements
4. a tax avoidance scheme
5. a business or venture for gain of the **Insured**

## 6 LEGAL DEFENCE

### a) Work

Arising out of the **Insured's** work as an employee

- (v) prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
- (vi) a prosecution brought against the **Insured** in a Court of criminal jurisdiction
- (vii) a civil action brought against the **Insured** for compensation under section 13 of the Data Protection Act 1998
- (viii) civil proceedings brought against the **Insured** under legislation for unlawful discrimination

### b) Motor

a motoring prosecution brought against the **Insured**

### c) Other

- (i) a formal investigation or disciplinary hearing brought against the **Insured** by any trade association, professional or regulatory body
- (ii) being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **Appointed Advisor** or whilst on jury service. The amount the **Insurer** pays shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum of £1000

### What is not insured under Insured Event 6

Any claim relating to

- 1) driving without motor insurance or a valid driving licence
- 2) a parking offence

## 7 IDENTITY THEFT

A dispute arising from the use of the **Insured's** personal information without their permission to commit fraud or other crimes

### What is not insured under Insured Event 7

Any money claimed, goods, choses in action, or other property or equivalent costs obtained as a result of the identity theft

## WHAT IS NOT INSURED BY THIS POLICY

You are not covered for any claim arising from or relating to:-

- 1) **Legal Costs & Expenses** incurred before **we** accept a claim
- 2) any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of the policy, and which the **Insured** knew or ought reasonably to have known could give rise to a claim under this policy
- 3) an amount below £100. If the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £100
- 4) an allegation or prosecution against the **Insured** involving:
  - assault, violence or dishonesty;
  - malicious falsehood;
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - illegal immigration;
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)

- 5) a dispute with another **Insured** or any members of the **Insured's** family
- 6) an Insured Event arising from an **Insured's** deliberate or reckless act
- 7) fines, penalties or compensation
- 8) a judicial review
- 9) patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information
- 10) a dispute with **us** or the **Insurer** not dealt with under Condition 6
- 11) defamation
- 12) a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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 it was 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**
- 13) a group litigation order

## CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Failure to keep to any of these conditions may lead the **Insurer** to 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** should this occur

### 1. The Insured's Responsibilities

An **Insured** must

- a) observe and keep to the terms of the policy
- b) not do anything that hinders **us** or the **Appointed Advisor**
- c) tell **us** immediately after **you** first become aware of any cause, event or circumstances which could give rise to a claim under this policy
- d) tell **us** immediately of anything that may materially alter **our** assessment of the claim
- e) cooperate fully with the **Appointed Advisor** and **us**, give the **Appointed Advisor** any instructions **we** require, and keep them updated with progress of the claim
- f) provide **us** with everything **we** need to help **us** handle the claim
- g) take reasonable steps to recover **Legal Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to the **Insured**
- h) tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **we** require
- i) minimise any **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim
- j) allow the **Insurer** at any time to take over and conduct in the **Insured's** name any claim, proceedings or investigation

## 2. The Appointed Advisor

- a) In certain circumstances as set out in 2 c) below, the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **we** shall choose the **Appointed Advisor**
- b) Where the **Insured** wishes to exercise their right to choose, they should write to **us** with their nominated representative's name and address. The **Insured's** chosen **Appointed Advisor** must agree to act under **our** standard terms of business and cooperate with **us** at all times  
**We** may refuse to accept the **Insured's** nomination in exceptional circumstances. If **we** disagree over the appointment of an **Appointed Advisor** then **we** will agree for another suitably qualified person to decide the matter
- c) If **we** agree to start legal proceedings and the Court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the **Insured** may choose a suitably qualified **Appointed Advisor**. The right of the **Insured** to choose never applies to Employment Tribunal, Tax or **Small Claims Court** claims unless there is a conflict of interest
- d) If the **Appointed Advisor** refuses to continue acting for the **Insured** with good reason, the **Insured** dismisses the **Appointed Advisor** without good reason, or the **Insured** withdraws from the claim without **our** agreement, cover will end immediately unless **we** agree to appoint another **Appointed Advisor**
- e) The **Appointed Advisor** must enter into a **Conditional Fee Agreement** with the **Insured** or a **Collective Conditional Fee Agreement** with **us** if a claim under Insured Event 2 and 4 will be decided by a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**

## 3. Our Consent

**We** must give **our** written consent to the **Insured** to incur any **Legal Costs & Expenses**. The **Insurer** does not accept any liability for **Legal Costs & Expenses** incurred without **our** written consent

## 4. Settlement

- a) The **Insurer** has the right to settle the claim by paying the value of **your** claim
- b) The **Insured** must not negotiate, settle the claim or agree to pay any **Legal Costs & Expenses** incurred without **our** written agreement
- c) If the **Insured** refuses to settle the claim following
  - (i) a reasonable offer, or
  - (ii) advice to do so from the **Appointed Advisor**the **Insurer** may refuse to pay further **Legal Costs & Expenses**

## 5. Counsel's Opinion

**We** may require the **Insured** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **Insured** then the **Insurer** will pay for the opinion

## 6. Arbitration

If there is a dispute between the **Insured** and **us** about the handling of a claim or the choice of an **Appointed Advisor**, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If the **Insured** and **us** fail to agree on a suitably qualified person **we** will ask the President of the relevant Law Society to nominate

## 7. Dual Insurance

The **Insurer** will not pay 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 the **Insured** makes any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under it will be forfeited with no return of premium

## 9. Cancellation

- a) **You** may cancel the policy within 14 days of the date of issue of this policy with a full refund of the premium paid provided you have not made a claim under the policy 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 unexpired 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) The **Insurer** may 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 period

## 10. Acts of Parliament & Jurisdiction

All Acts of Parliament 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** &/or the **Insurer** regarding the **Insured** will be processed by **us** &/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 necessitate providing such information to third parties

## 12. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999

## MEANING OF WORDS & TERMS

Certain words and terms contained in this Policy have been defined as they have the same meaning wherever they appear

### Appointed Advisor

The solicitor, accountant, or other advisor appointed by us to act on behalf of the **Insured**

### Conditional Fee Agreement

The separate agreement between the **Insured** and the **Appointed Advisor** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Courts and Legal Services Act 1990), the format and contents of which have been agreed to by us before it is entered into

### Collective Conditional Fee Agreement

The separate agreement between the **Appointed Advisor** and us for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Courts and Legal Services Act 1990) which does not refer to specific proceedings but which provides for the **Appointed Advisor's** fees and expenses to be payable on a common basis

### Insured

**You, your spouse** and other relatives permanently living with **you** in **your** principal home in the UK

### Insurer

Brit Insurance Limited

### Legal Costs & Expenses

- 1) In respect of all Insured Events other than as provided for in 2) & 3) below

- a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis and agreed in advance by us
  - b) Reasonable accountancy fees, disbursements and other costs reasonably incurred by the **Appointed Advisor** and agreed in advance by us
  - c) Other side's costs, fees and disbursements incurred in civil claims where the **Insured** has been ordered to pay them or pays them with our agreement
- 2) In respect of Insured Events 2 & 4 where the claim is brought within England & Wales and falls outside the jurisdiction of the **Small Claims Court**, reasonable legal costs reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis and agreed in advance by us or in accordance with the Predictable Costs scheme if applicable
  - 3) In respect of Insured Event 6 c) (ii) the **Insured's** loss of earnings

### Limit of Indemnity

£50,000 which is the maximum **Legal Costs & Expenses** payable by the **Insurer** in respect of all claims related by time or original cause

### Period of Insurance

The period as shown in the schedule to which this policy attaches

### Reasonable Prospects of Success

In civil and criminal claims, where the **Insured** has a greater than 50% chance of successfully pursuing or defending the claim. If the **Insured** is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained

In criminal prosecution claims where the **Insured** pleads guilty, where there is a greater than 50% chance of successfully mitigating the **Insured's** sentence or fine  
In tax claims, any dispute or appeal where the **Insured** has a greater than 50% chance of being successful  
In all claims involving an appeal, where the **Insured** has a greater than 50% chance of 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

### Territorial Limit

For Insured Events 2 and 4, the United Kingdom, Channel Islands, Isle of Man and countries in the European Union. For all other Insured Events, the United Kingdom, Channel Islands and the Isle of Man

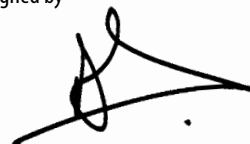
### We/Us/Our

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, Brit Insurance Limited

### You/Your

The person(s) named in the schedule to which this policy attaches

Signed by



Managing Director  
ARAG plc

## COMPLAINTS

We are committed to providing a first class service at all times. If, however, a complaint arises, then this should be addressed in the first instance to:

The Managing Director, ARAG plc, Suite 12a, Froomsgate House, Rupert Street, Bristol BS1 2QJ who will arrange to have your case reviewed at the appropriate level.

If the complaint is not resolved to your satisfaction, then the matter may be referred to: Customer Relations Officer, Brit Insurance Limited, 55 Bishopsgate, London EC2N 3AS Telephone: 0207 984 8800

If a complaint remains unresolved, you may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. The address is: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Telephone: 0845 080 1800 [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service's decision is binding upon the Insurer, but you are free to reject it without affecting your legal rights.

Save as provided above, in the event that any dispute as to the terms and effect of this Policy remains unresolved then such dispute shall be referred for arbitration to an independent solicitor to be agreed jointly by the parties. In the event that an independent solicitor cannot be agreed upon, then an arbitrator will be appointed by the President for the time being of The Law Society of England & Wales. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

ARAG plc Registered in England number 02585818. Registered office: Suite 12a, Froomsgate House, Rupert Street, Bristol BS1 2QJ  
ARAG plc is authorised and regulated by the Financial Services Authority, registration number 452369 and this can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234

ARAG plc is covered by the Financial Ombudsman Service

[www.ARAG.co.uk](http://www.ARAG.co.uk)