

Family Legal Expenses Insurance

Insurance Product Information Document

Company: **ARAG Legal Protection Limited**

Product: **Family Legal Expenses Insurance**

ARAG Legal Protection Limited is registered in Republic of Ireland (CRO number 639625). Registered Address : 1 Hatch Street, Dublin 2, D02 PY28. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland (C191422).

This document is a summary of the insurance cover and restrictions. Please refer to your policy wording for full details of contract terms and conditions as well as pre-contractual information we are required to disclose to you.

What is this type of insurance?

Family Legal Expenses Insurance provides you and your family with access to telephone legal advice, health and medical information, counselling and identity theft services along with insurance cover for legal costs and expenses should you experience one of the legal problems covered by this policy.



What is insured?

Contract

Disputes over:

- ✓ Buying or selling goods
- ✓ Purchasing services

Identity Theft

- ✓ Help and advice to reclaim your identity, including administrative costs or legal representation if needed

Bodily Injury

- ✓ Sudden or specific accidents causing your death or bodily injury

Clinical Negligence

- ✓ A negligent surgical act, or clinical or medical procedure causing your death or bodily injury

Employment

- ✓ Disputes relating to your contract of employment or future employment

Property Protection

Disputes relating to your main or holiday home or personal possessions following:

- ✓ Someone causing damage to them
- ✓ Legal nuisance or trespass

Tax Protection

- ✓ If the Revenue Commissioner conducts an audit relating to your self-assessment tax return

Jury Service & Court Attendance

- ✓ Payment of your salary while you attend a court or tribunal at the request of the lawyer we have appointed for you, or do jury service

Legal Defence

- ✓ Defence for criminal prosecutions or certain civil actions against you as an employee
- ✓ Defence for motor related prosecutions



What is not insured?

- ✗ Claims where the lawyer we appoint for you does not believe you will be more likely than not to win your case
- ✗ Costs you incur before we have agreed to cover your claim
- ✗ Legal problems that started before the date your cover begins
- ✗ Costs which exceed your policy limit of €65,000 for any one claim
- ✗ Fines, penalties, compensation or damages you are ordered to pay by a court or other authority



Are there any restrictions on cover?

You are not covered for:

- ! The use of your own lawyer: We will appoint a lawyer or other professional for you. You may choose your own lawyer when legal proceedings start or if there is a conflict of interest
- ! **Contract** claims:
 - where the amount in dispute is €150 or less
 - which arise from a loan, mortgage, pension, investment or borrowing
 - relating to building work or design where the contract value exceeds €7,500 incl. VAT
 - relating to your trade, profession, employment or any business venture
- ! **Bodily injury** claims:
 - relating to an illness or injury that happens gradually
 - solely for psychological injury or mental illness
 - relating to the cost of obtaining a medical report when registering a claim with the Personal Injuries Assessment Board (PIAB)
- ! **Clinical negligence** claims relating to an alleged failure to correctly diagnose a condition or those solely for psychological injury or mental illness
- ! **Employment** claims relating to an employer's disciplinary and internal grievance procedures
- ! **Property protection** claims relating to damage where the amount in dispute is €150 or less, or the first €350 of any claim for legal nuisance or trespass
- ! **Tax protection** claims:
 - relating to the tax affairs of a company, or if you are self-employed, a sole-trader or in a business partnership
 - relating to an offshore account you hold
- ! **Legal defence** claims relating to parking or obstruction offences or motor-related insurance offences



Where am I covered?

- ✓ For Contract Disputes and Bodily Injury claims, the United Kingdom of Great Britain and Northern Ireland, the European Union (including the Republic of Ireland), the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey
- ✓ For all other insured incidents, the Republic of Ireland



What are my obligations?

It is your responsibility to:

- Co-operate fully with us and the lawyer or other professional we appoint for you
- Give the lawyer or other professional we appoint for you any instructions that we ask you to
- Keep to the terms and conditions of this policy
- Take reasonable steps to avoid and prevent claims and keep any amounts we have to pay as low as possible
- Send everything we ask for, in writing
- Report to us full and factual details of any claim as soon as possible and give us any information we need



When and how do I pay?

Payment options will be subject to the agreement between you and the person who is selling you this policy.



When does the cover start and end?

This cover will last for one year and the dates of cover will be included in your policy documentation. If in any doubt, please speak to the person who sold you this policy.



How do I cancel the contract?

Where your premium for Family Legal Expenses Insurance has been included within your home insurance premium, it cannot be cancelled independently from your home insurance policy and the contract will run for as long as that policy stays in force. If you have paid an additional premium for Family Legal Expenses Insurance, you can cancel within the first 14 working days of receiving your policy and obtain a full refund provided that we have not accepted a claim. Tell the person who sold your policy to you that you wish to cancel. They will decide what refund, if any, is due for the time you have not used if you cancel after the first 14 working days.