

Important: Please read and keep it safe



Home Insurance

policy booklet



Section D - Optional Extra

Legal Protection and Identity Theft Protection

This section only applies if shown on **your** schedule.

Legal Protection and Identity Theft Protection is administered by ARAG plc on **our** behalf. ARAG plc is authorised and regulated by the Financial Conduct Authority registration number 452369. This can be checked by visiting the FCA website at www.fca.org.uk/register.

How to make a claim under Section D

Telling **us** about **your** claim

- 1) If **you** or **your family** need to make a claim, they must notify us as soon as possible.
- 2) If **you** or **your family** instructs their own solicitor or accountant without telling us, they will be liable for costs that are not covered by this policy.
- 3) A claim form can be downloaded at www.arag.co.uk/newclaims or requested by telephoning **us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- 4) The completed claim form and supporting documentation can be sent to **us** by email, post or fax. Further details are set out in the claim form itself.

What happens next?

- 1) **We** will send **you** or **your family** a written acknowledgment by the end of the next working day after receiving their claim form.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to **you** or **your family** either:
 - a) confirming cover under the terms of this policy and advising the insured of the next steps to progress their claim; or
 - b) if the claim is not covered, we will explain in full the reason why and advise whether **we** can assist in another way.

- 3) When a representative is appointed they will try to resolve the **your** or **your family's** dispute without delay, arranging mediation whenever appropriate.
- 4) **We** will check on the progress of the **your** or **your family's** claim with the **appointed advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

How to make a complaint under Section D

If **you** (or **your family**) have a complaint **you** should contact the Customer Relations Department at:

ARAG plc
9 Whiteladies Road
Clifton, Bristol
BS8 1NN

We will arrange to have the case reviewed at the appropriate level. **We** will do **our** best to address **your** concerns.

If the matter is not concluded to **your** satisfaction **you** can refer it to the Financial Ombudsman Service. Further details about the Financial Ombudsman Service are shown on page 7 of this **policy**.

Cancelling cover under this section

If **you** have a Flexi **policy** **you** have a 14 day reflection period in which to decide whether **you** wish to continue. Cancellation is fully explained in condition 7 (page 46) of this section.

If **you** have purchased a UIA Signature Home Insurance **policy**, this section of cover is included as a standard part of **your** package, and cannot be removed.

Section D - Optional Extra

Definitions specific to Section D

In addition to **policy** definitions shown on pages 10 to 12 certain words or phrases are specific to this section and shall have the meaning shown below wherever they appear in Section D.

Appointed advisor

The

- 1) solicitor, accountant, or other advisor (who is not a mediator), appointed by **us** to act on behalf of you or **your family**;
- 2) mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **Appointed advisor** and **us** to pay their professional fees on the basis of either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

Conditional fee agreement

A legally enforceable agreement between **you** or **your family** and the **Appointed advisor** for paying their professional fees on the basis of either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

Geographical limits

- For Insured Events 2 and 4 the **United Kingdom**, countries in the European Union, Norway and Switzerland
- For all other Insured Events, the **United Kingdom**.

Legal costs & expenses

- 1) Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.2.
- 2) In civil claims, other side's costs, fees and disbursements where **you** or **your family** has been ordered to pay them or pays them with **our** agreement.
- 3) Reasonable accountancy fees reasonably incurred under Insured Event 6 by the **Appointed advisor** and agreed by **us** in advance.
- 4) **Your** or **your family's** basic wages or salary under Insured Event 8 while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where lost wages or salary cannot be claim back from the court or tribunal.
- 5) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured Event 9 where **you** or **your family** have taken advice from **our** Identity theft resolution helpline.

Section D - Optional Extra

Definitions specific to Section D (continued)

Limit of cover

The most **we** will pay in **legal costs & expenses** for all claims related by time or original cause shall be £50,000

The most **we** will pay for lost salary or wages under this section is £100 per day and £1,000 in total.

Reasonable prospects of success

In all claims **you** or **your family** must at all times throughout the progress of the claim, have a greater than 50% chance of successfully pursuing or defending a claim against another party. If **you** or **your family** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.

Under Insured Event 2 there must be a greater than 50% chance of successfully defending the claim in its entirety.

In criminal prosecution claims where **you** or **your family**;

- plead guilty, there must be a greater than 50% chance of successfully reducing any sentence or fine or
- plead not-guilty, there must be a greater than 50% chance of that plea being accepted by the court.

In all claims involving an appeal, there must be greater than 50% chance of being successful.

Where it has been determined that **reasonable prospects of success** do not exist, **you** or **your family** shall be liable to pay any legal costs should **you** or **your family** pursue or defend the claim irrespective of the outcome.

We/Us/Our

UIA (Insurance) Limited as the insurer, and for the purpose of administering claims under this section, shall extend to ARAG plc registered in England number 02585818. Registered office: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

Section D - Optional Extra

Legal Protection and Identity Theft Protection

(continued)

Insured Events

These Insured Events are covered by Section D.

1. Employment

A dispute with **you** or **your family's** current, former or prospective employer relating to **you/their** contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:

- ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

You or **your family** are required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

⊗ We will not pay for:

- any dispute relating solely to personal injury
- defending any claim other than defending a counter claim or an appeal
- **legal costs & expenses** for an employer's internal disciplinary or an employees' grievance hearing
- a compromise agreement between **you** or **your family** and **you/their** employer, unless the claim has already been accepted by **us**. **We** will be able

to help **you** or **your family** to find a suitable solicitor to assist **you** or **your family** with this at **you/their** own expense

any dispute where **you** or **your family** are entitled to apply for legal assistance with employment disputes from a trade union.

2. Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by **you** or **your family** for:

- buying or hiring consumer goods or services
- privately selling goods
- buying or selling **your home**
- renting **your home** as a tenant
- the occupation of **your home** under a lease.

⊗ We will not pay for:

- disputes with tenants or where **you** or **your family** is the landlord or leasor
- loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- **you** or **your family's** business activities, trade, venture for gain, profession or employment
- a contract dispute involving a motor vehicle

Section D - Optional Extra

Legal Protection and Identity Theft Protection

(continued)

- a settlement due under an insurance **policy**
- construction work, or the design, conversion or extension of any building where the dispute arises from; an agreement that
 - a) exceeds; or
 - b) is ancillary to another contract that exceeds; £10,000 in value including VAT
- a dispute with any party other than the party with whom you or your family have entered into an agreement or alleged agreement with.

3. Property

A dispute relating to visible property which **you** or **your family** own following

- an event which causes physical damage to **you** or **your family's** visible property including **your home**
- a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lies.

⊗ **We will not pay for:**

- the **excess** of £250 of any claim for nuisance or trespass; this is payable by **you** or **your family** as soon as **we** accept the claim
- any claim relating to
 - a) a contract entered into by **you** or **your family**
 - b) any **building** or land other than **your home**

- c) a motor vehicle
- d) the compulsory purchase of, or demolition, restrictions or controls placed on **your** property by any government, local or public authority
- e) defending any dispute under an event which causes physical damage to **your** or **your family's** visible property including **your home** other than defending a counter claim or an appeal
- f) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

4. Personal injury

A sudden event directly causing **you** or **your family** physical bodily injury or death.

⊗ **We will not pay for any claim relating to:**

- a condition, illness or disease which develops gradually over time
- mental injury, nervous shock, depression or psychological symptoms where **you** or **your family** have not sustained physical injury to **your/their** body
- defending any dispute other than defending a counter claim or an appeal.

5. Clinical negligence

A dispute arising from alleged clinical or medical negligence or malpractice.

⊗ **We will not pay for:**

- any claim relating to a contract dispute
- defending any dispute other than an appeal.

Section D - Optional Extra

Legal Protection and Identity Theft Protection

(continued)

6. Tax

A formal aspect or full enquiry into **you** or **your family's** personal tax affairs provided that all returns are completed and have been submitted within the legal timescales permitted.

⊗ We will not pay for any claim relating to:

- tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
- a business or venture for **you** or **your family's** gain
- circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **you** or **your family's** financial arrangements
- any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- an investigation by the Fraud Investigation Service of HMRC.

7. Legal defence

a) Work

An alleged act or omission by **you** or **your family** that arises from working as an employee and results in:

- **you** or **your family** being interviewed by the Police or others with the power to prosecute
- a prosecution being brought against **you** or **your family** in a court of criminal jurisdiction

- civil proceedings being brought against **you** or **your family** under unfair discrimination laws.

b) Motor

A motoring prosecution brought against **you** or **your family**.

c) Other

A formal investigation or disciplinary hearing being brought against **you** or **your family** by a professional or regulatory body.

⊗ We will not pay for any claim relating to:

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

8. Loss of earnings

You or **your family's** absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **Appointed advisor** or whilst on jury service which results in loss of earnings.

⊗ We will not pay for:

- loss of earnings in excess of £100 per day and £1,000 in total
- any sum which can be recovered from the court or tribunal.

Section D - Optional Extra

Legal Protection and Identity Theft Protection

(continued)

9. Identity theft

A dispute arising from the use of **your** or **your family's** personal information, without permission, to commit fraud or other crimes provided that **you** or **your family** contact **our** Identity Theft Resolution Helpline as soon as it is suspected that **your**/their identity may have been stolen.

 **We will not pay for:**

- any **money** claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

Following an Insured Event **we** will pay **your** or **your family's legal costs & expenses** up to the **limit of cover**, (including the cost of appeals) for all claims related by time or originating cause, subject to the following requirements being met.

- You** or **your family** keep to the terms of this section and co-operate fully with **us**.
- The Insured Event happens within the **geographical limit**.

The claim

- always has **reasonable prospects of success**
- is reported to **us**
 - during the **period of insurance**
 - as soon as **you** or **your family** first become aware of circumstances which could cause a claim under this section.

- Unless there is a conflict of interest **you** or **your family** always agree to use the **Appointed advisor** chosen by **us** before proceedings have been or need to be issued.

Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us** within the **geographical limit**.

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

Where **you** or **your family** are seeking financial remedy and the cost of pursuing **your**/their claim is likely to be more than any award of damages, **we** will not pay more than the value of the likely award.

Section D - Optional Extra

Exclusions that apply to Section D

For all Insured Events under this Section,

⊗ We will not cover any claim arising from or relating to:

- legal costs & expenses incurred without **our** consent
- any actual or alleged act or omission or dispute happening before, or existing at the start of cover under this section which **you** or **your family** believed or ought reasonably to have believed could lead to a claim under this section
- an amount below £100
- an allegation against **you** or **your family** involving
 - a) assault, violence, malicious falsehood or defamation
 - b) indecent or obscene materials
 - c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
 - d) illegal immigration
 - e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities.
- a dispute between **your family** members
- a deliberate or reckless act by **you** or **your family**
- a judicial review

- a dispute arising from or relating to clinical negligence except as provided for in Insured Event 5

- a dispute with **us** (or ARAG plc who administer claims under this section on **our** behalf) not dealt with under Condition 6, or the company that sold this **policy**

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- radioactive, toxic, explosive or other hazardous properties any explosive nuclear assembly or nuclear component thereof

- war, invasion, act of foreign enemy hostilities (whether it was declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

- pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed

- any terrorist action (regardless of any other use or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If **we** decide that because of this exclusion **your** or **your family's** claim is not covered, the burden of proving the contrary shall be upon **you** or **your family**

- a group litigation order.

⊗ We will not pay for:

- fines, penalties or compensation awarded against **you** or **your family**.

Section D - Optional Extra

Conditions that apply to Section D (continued)

Where **our** risk is affected by **you** or **your family's** failure to keep to these conditions **we** can cancel this section, refuse a claim or withdraw from an ongoing claim. **We** also reserve the right to recover **legal costs & expenses** from **you** or **your family** if this happens.

1. Your responsibilities

You and **your family** must:

- tell **us** immediately of anything that may make it more costly or difficult for the **Appointed advisor** to resolve the claim in **your** or **your family's** favour
 - cooperate fully with **us**, give the **Appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
 - take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to **us**
 - allow **us** at any time to take over and conduct in **your** or **your family's** name, any claim.
- b) there is a conflict of interest
- where the person claiming wishes to exercise the right to choose, they must write to **us** with their preferred representative's contact details. Where the person claiming chooses to use their preferred representative, **we** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that **we** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
 - if **you** or **your family** dismiss the **Appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **Appointed advisor** refuses with good reason to continue acting for **you** or **your family**, cover will end immediately
 - in respect of a claim under Insured Events 1, 2, 4 and 5 **you** or **your family** must enter into a **conditional fee agreement** or the **Appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

2. Freedom to choose a lawyer

In certain circumstances as set out below **you** or **your family** may choose an **Appointed advisor**. In all other cases no such right exists and **we** shall choose the **Appointed advisor**.

You or **your family** may choose an **Appointed advisor** if:

- a) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against **you** or **your family**, or

3. Consent

You or **your family** must agree to **us** having sight of the **Appointed advisor's** file relating to **your** or **your family's** claim. **You** or **your family** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.

The person claiming must have **your** agreement to claim under this section.

Section D - Optional Extra

Conditions that apply to Section D (continued)

4. Settlement

We have the right to settle the claim by paying the reasonable value of **your** or **your family's** claim.

- **You** or **your family** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement
- **We** have the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between **you** or **your family** and an employer or ex-employer
- If **you** or **your family** refuse to settle the claim following advice to do so from the **Appointed advisor**, **we** reserve the right to refuse to pay further **legal costs & expenses**
- **You** or **your family** will have to settle **costs** arising from identity theft in the first instance and make a receipted claim to **us** for reimbursement.

5. Barrister's opinion

We may require **you** or **your family** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports **you** or **your family**, **we** will pay for the opinion. If that opinion conflicts with advice obtained by **us**, then **we** will pay for a final opinion which shall be binding on **you** or **your family** and **us**. This does not affect **your** or **your family's** right under Condition 6 (Disputes) below.

6. Disputes

If any dispute between **you** or **your family** and **us** arises from this section, **you** or **your family** can make a complaint to **us** as

described at the start of this section and **we** will try to resolve the matter. If **we** are unable to satisfy **your** or **your family's** concerns **you** or **your family** can ask the Financial Ombudsman Service to arbitrate over the complaint. (Details shown on page 7)

7. Cancellation

Flexi **policyholders** who have purchased this optional extension of cover, can cancel this section of the **policy**:

- a) within 14 days of the date of **policy** issue with a full refund of premium;
- b) or at any other time by giving **us** at least 21 days' written notice and **we** will refund part of the premium for the unexpired period: unless a claim has been or is later accepted by **us** in which case no return of premium shall be allowed
- c) where there is a valid reason for doing so, **we** may cancel this section of the **policy** at any time by giving at least 21 days' written notice to **you**. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
 - i) where the party claiming under this **policy** fails to co-operate with or provide information to **us** or the **Appointed advisor** in a way that materially affects **our** ability to process a claim, or to defend **our** interests
 - ii) where the party claiming under this section uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers
 - iii) where **we** reasonably suspect fraud.

Section D - Optional Extra

Conditions that apply to Section D (continued)

8. Acts of Parliament & Jurisdiction

All Acts of Parliament within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This section will be governed by English Law.

9. Data Protection Act

You agree that any information provided to **us** regarding **you** or **your family** will be processed by **us** in accordance with the Data Protection Act 2018, for the purpose of providing insurance and handling claims, if any, which may mean passing information to other parties.

10. Contracts (Rights of Third Parties) Act 1999

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

Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **our** advisors consider that **your** helpline usage is becoming excessive they will tell **you**. If following that warning, usage is not reduced to a more reasonable level, **we** can refuse to accept further calls.

This section of optional cover (Section D) gives **you** and **your family** access to:

- A 24hr, 365 day legal advice helpline covering any personal legal matter within **United Kingdom** and EU law

- A **United Kingdom** (excludes Isle of Man and Channel Islands) tax advice helpline available between 9.00am and 5.00pm Monday to Friday (except bank holidays).

Telephone 0333 000 7875 to access these

Identity Theft Advice and Resolution Service

Our identity theft advice helpline is open between 9am and 5pm on weekdays (except bank holidays).

- This gives advice about keeping **your** identity secure and ID theft prevention tips.
- Help with contacting the three credit reference agencies to review any incorrect data held and amend or dispute any incorrect data if personal information is used without **your** permission to commit fraud or other crimes.

Telephone 0333 000 2083

Counselling assistance

Our qualified counsellors will provide free confidential support and advice by phone to **you** or **your family** who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.

Telephone 0333 000 2082

Consumer Legal Services website

Visit www.araglegal.co.uk and register using this voucher code: AFE48BBE98B5.

Once registered **you** can log-on to the site at any time to:

- access the law guide
- download a free will and legal documents to help with personal matters.



Together Mutual Insurance

Kings Court, London Road, Stevenage, Herts SG1 2TP

www.togethermutualinsurance.co.uk

support@togetherinsurance.co.uk



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