

# ARAG Terms of Business

FROM 3<sup>rd</sup> OF FEBRUARY 2021 UNTIL FURTHER NOTICE

These Terms of Business set out the basis on which ARAG Legal Protection Limited will provide services to you, our valued customer.

## ABOUT ARAG LEGAL PROTECTION LIMITED

ARAG Legal Protection Limited is part of the ARAG Group. The ARAG Group was founded in 1935. ARAG Legal Protection Limited's registered offices are at Europa House, Harcourt St, Dublin 2.

The telephone number is: **00 353 1 6707470** | Website is: [www.arag.ie](http://www.arag.ie)  
E-Mail: [info@arag.ie](mailto:info@arag.ie)

ARAG Legal Protection Limited is registered in the Companies Registration Office under Company Number 639625 with registered offices at Europa House, Harcourt St, Dublin 2.

ARAG Legal Protection Limited provides Legal Expenses Insurance and is regulated by the Central Bank of Ireland under the European Union Insurance Distribution Regulations 2018 to undertake insurance mediation as a Managing General Agent distributing Legal Expenses Insurance via Insurance Intermediaries and Business Partners. ARAG Legal Protection Limited's Central Bank Reference number is C191422.

## Services Provided:

ARAG Legal Protection Limited is a Managing General Agent for Legal Expenses Insurance on a limited analysis basis. This means we only supply products and services on behalf of the underwriters listed below with whom we have written authorisations in place.

ARAG Legal Protection is authorised under a cover holder agreement to sell and distribute Legal Expenses Insurance on behalf ARAG Insurance Company Limited, a branch of ARAG Allgemeine Versicherungs – AG which is regulated by The Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) (**BaFin**) who is the regulatory authority in Germany.

ARAG Legal Protection is also authorised under a cover holder agreement to administer this insurance on behalf of Lloyds Insurance Company SA. Lloyd's Insurance Company S.A. is a Belgian limited liability company (Société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. It's Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be)

Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels)  
E-mail: enquiries.[lloydsbrussels@lloyds.com](mailto:lloydsbrussels@lloyds.com)

Copies of our authorisations are available on request. Alternatively, you can view them on the Central Bank of Ireland register at:

<http://registers.centralbank.ie/FirmSearchPage.aspx>

Please ensure that you have **BOTH READ AND UNDERSTOOD** these terms and if there are any aspects you don't understand or if you have any queries whatsoever, please don't hesitate to contact us. This Terms of Business document supersedes with immediate effect any others that we have previously issued.

### **CODES OF CONDUCT**

ARAG Legal Protection Limited is subject to the following codes of conduct set down by the Central Bank of Ireland: Consumer Protection Code, Minimum Competency Code, Fitness and Probity Policy. These Codes offer protection to consumers: and can be accessed on the Central Bank website, see

<http://www.centralbank.ie>

ARAG Legal Protection Limited offer Legal Expenses insurance to Policyholders via business partners and insurance intermediaries.

The main benefits of your Policy are set out in the Policy Terms and Conditions which you will be given and are available anytime from ARAG Ireland on request.

### **Remuneration and Fees:**

Insurers and Intermediaries who are themselves registered and authorised by the Central Bank of Ireland are our exclusive route to market. ARAG Legal Protection Limited is remunerated by way of a commission from our Insurance Capacity Provider(s) for arranging the policy with them we are not remunerated by way of additional fees or commission on business arranged.

We do not apply fees on cancellation. Commission charged by insurance intermediaries/agents/Insurers compensates them for administration work associated with setting up a policy. For more details of commission charges on your policy please contact your insurer/agent or intermediary who recommended Legal Expenses Insurance to you or view their Terms of Business. Please refer to our website for details of our remuneration/commission.

### **Conflict of Interest:**

It is ARAG Legal Protection Limited's policy to avoid any conflict of interest when providing services to our clients. A conflict of interest exists when a person's interest interferes in any way with the interests of ARAG Legal Protection Limited or its customers or is likely to make a financial gain or avoid a financial loss at the expense of the customer. However, where an unavoidable conflict of interest arises, we will advise you of this conflict before proceeding to provide you with any further services. It has been determined by the CEO of ARAG Legal Protection Limited that any possible conflicts will be carefully and appropriately managed in accordance with the ARAG Legal Protection Limited Conflict of Interest Policy which is reviewed and updated regularly.

We will ensure, in any case, that you are treated fairly at all times. If you have not been advised of any conflict of interest, you are entitled to assume that none arises.

### **Cookies Policy**

This website is owned by ARAG Legal Protection Limited. Please refer to our Cookies Policy which explains about the type of cookies we may use when you visit our website.

What are cookies?

Cookies are small files that websites place on the device you are using to browse the site. Cookies are commonly used to record some aspect of your visit to a site, such as choices you have made or preferences you have set during your visit. We use cookies to give you the best experience when you visit our website.

If you would like to know more about our cookies policy please refer to our website.

### **Cancellation and Cooling Off Period:**

You can cancel this policy within the cooling-off period by telling us within 14 working days after the date you were informed that the contract is concluded without penalty.

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

Subject to the terms of business between you and the person who sold you this policy, you may be entitled to a partial refund of the premium as long as you haven't made any claims. For policies that are cancelled, benefits will cease at cancellation and a pro rata premium will be payable for time you are on cover.

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.

This does not affect the notice periods already provided under European Union (Insurance and Reinsurance) Regulations 2015 ( **S.I. No. 485 of 2015** ) or the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 ( **S.I. No. 853 of 2004** ) which is 14 days in respect of general insurance policies on sales that took place on a *non-face to face* basis (distance sales) and we will arrange a full refund in respect of *these* general policies of Insurance.

### **Consumer responsibilities arising out of the Consumer Insurance Contracts Act 2019 which was implemented to protect consumers**

- You are under a duty to pay your premium within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.
- A court of competent jurisdiction can reduce the pay-out to you if you are in breach of your duties under the Act, in proportion to the breach involved.
- An insurer may refuse a claim made by you under a contract of insurance where there is a change in the risk insured, including as described in an "alteration of risk" clause, and the circumstances have so changed that it has effectively

changed the risk to one which the insurer has not agreed to cover.

- Any clause in a contract of insurance that refers to a “material change” will be interpreted as being a change that takes the risk outside what was in the reasonable contemplation of the both you and the insurer when the contract was concluded.
- You must cooperate with us and the Insurer in an investigation of insured events including responding to reasonable requests for information in an honest and reasonably careful manner and must notify the insurer of the occurrence of an insured event in a reasonable time.
- You must notify us on behalf of the insurer of a claim within a reasonable time, or otherwise in accordance with the terms of the contract of insurance.
- If you become aware after a claim is made of information that would either support or prejudice the claim, you are under a duty to disclose it. (The insurer is under the same duty).
- If you make a false or misleading claim in any material respect (and know it to be false or misleading or consciously disregards whether it is) the insurer is entitled to refuse to pay and to terminate the contract.
- Where we or an insurer becomes aware that a consumer has made a fraudulent claim, they may notify the consumer advising that they are voiding the contract of insurance, and it will be treated as being terminated from the date of the submission of the fraudulent claim. The insurer may refuse all liability in respect of any claim made after the date of the fraudulent act, and the insurer is under no obligation to return any of the premiums paid under the contract.

### How Can I make a Complaint

We want to hear any feedback or complaint about the service received. Telling us the concerns helps us to put matters right, and improve the service for all clients.

If the client wishes to make a complaint, you can contact your insurance Agent who recommended legal expenses insurance to you, and they will raise the complaint with us on your behalf. Alternatively, you can contact the ARAG Legal Protection Limited, at, Europa House, Harcourt St, Dublin 2.

E-mail: [complaints@arag.ie](mailto:complaints@arag.ie) or by phoning us at. Tel: **00 353 1 670747**

We will reply as follows in accordance with Central Bank of Ireland guidelines:

- Acknowledge your complaint within 5 business days of receiving same.
- Advise you of the contact name of the person in ARAG Legal Protection Limited dealing with your complaint.
- Send you an update or our final position within twenty business days.
- If we are unable to send you a final response within twenty days, we will advise you at that stage and indicate the likely date for conclusion.
- The latest we will send you a final response is within forty business days.

If you are not happy with our final response, you can refer the matter to the Office of the Financial Services and Pensions Ombudsman, contact details as follows:

Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Tel: **01 567 7000** | Website: <https://www.fspo.ie>

### **Investor Compensation Company**

ARAG Legal Protection Limited is a member and contributes to the Investor Compensation Company Limited (ICCL) established under the Investor Compensation Act, 1998. The ICCL Scheme provides for the payment, in certain circumstances, of compensation to the clients of an ICCL member firm, if we cannot return money we hold for you. In the event that a right to compensation is established, the ICCL Scheme provides for payment of up to 90% of the amount you are recognised to have lost or €20,000, whichever is the lesser.

### **Data Protection:**

To provide and administer the legal advice service and legal expenses insurance we must process your personal data (including sensitive personal data) that we collect from you in accordance with our Privacy Policy. Our Privacy Policy can be reviewed at: <https://www.araginsurance.ie/legal/privacy-statement>

We will at all times comply with all Data Protection legislation. For any questions or concerns relating to this Privacy Policy or our data protection practices, or to make a subject access request, please contact:

The Data Protection Officer: ARAG Legal Protection Limited, Europa House, Harcourt St, Dublin 2.

The telephone number is: **00 353 1 670747**. Website is: [www.arag.ie](http://www.arag.ie) and our e-mail address is [dataprotection@arag.ie](mailto:dataprotection@arag.ie)

If you are unhappy with the way in which your personal data has been processed you may, in the first instance, contact the ARAG Legal Protection Limited Data Protection Officer using the contact details above. If you remain dissatisfied, then you have the right to apply directly to the Data Protection Commissioner's Office for a decision. The Data Protection Commissioner can be contacted at:

Data Protection Commissioner, Canal House, Station House, Portarlington, County Laois.R32 AP23

Tel: **353 0761 104800** | Website: [www.dataprotection.ie](http://www.dataprotection.ie)

### **Call Recording**

For regulatory, quality and training purposes, **all our calls** to and from ARAG Legal Protection Limited are recorded.

### **Governing Law**

The laws of Ireland govern the basis of this Terms of Business and the Irish Courts have jurisdiction to hear any disputes that may arise.