

Group Legal Protection Policy Wording

This policy has been arranged by C J Coleman & Co. Ltd.
on behalf of the members and staff of the
Irish Nurses and Midwives Organisation.



C J COLEMAN



Helpline **services**

We provide these services 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **the policyholder** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all calls other than those to the counselling service.

LEGAL ADVICE SERVICE

Call **0818 670 707**

We will give an **insured person** confidential legal advice over the phone on any personal legal problem under the laws of the Republic of Ireland and the United Kingdom.

To get help from ARAG, phone us on 0818 670 747.

COUNSELLING

Call **1800 670 407**

We will provide all employees (including any member of their immediate family who permanently lives with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 1800 670 407. These calls are not recorded.

DOMESTIC ASSISTANCE

Call **1800 670 407**

A 24 hour Domestic Assistance Service is available if help is needed to cope with a domestic emergency (such as fire, flood, broken windows etc) affecting an **insured person's** home. The **insured person** is responsible for all call-out charges and repair costs.

To contact the domestic assistance helpline, phone us on 0818 670 747.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. Please do not phone us on the above numbers to report a general insurance claim.

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The meaning of words in this policy

appointed representative	The lawyer, or other suitably qualified person, who has been appointed to act for an insured person under condition 2 of this policy.
date of occurrence	<p>(a) For insured incident 1 Bodily Injury</p> <p>The date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the date of occurrence is the date of the first of these events.</p> <p>(b) For insured incident 2 Nursing Bodily Injury</p> <p>The date of occurrence is the date on which the claim is first made in writing by or against the insured person during the period of insurance in respect of an insured incident occurring during the period of insurance but of which the insured person was not aware at the commencement of the first period of insurance and notified to us during or within 30 days after the expiry of the same period of insurance.</p>
insured person	<p>The employees or members of the policyholder declared to us and members of their family who always live with them.</p> <p>Anyone claiming under this policy must have the employees or members of the policyholder's agreement to claim.</p>
insurer	ARAG Allgemeine Versicherungs Aktiengesellschaft.
legal costs	<p>All reasonable and necessary costs chargeable by the appointed representative on a party/party basis.</p> <p>Also the costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or pay them with our agreement.</p>
period of insurance	The period for which we have agreed to cover the insured person and for which the premium has been paid.
Personal Injuries Assessment Board (PIAB)	An independent state body which assesses personal injury compensation.
territorial limits	The European Union, England, Northern Ireland, Scotland, Wales, 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.
the policyholder	The Irish Nurses and Midwives Organisation.
we, us, our	ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the insurer , ARAG Allgemeine Versicherungs Aktiengesellschaft.

Welcome to **ARAG Group Legal Protection**

Thank you for purchasing this ARAG Business Group Legal Protection policy. To make sure you get the most from your ARAG cover, please take the time to read the policy which explains the contract between **the policyholder** and **us**. If you have any questions or would like more information, please contact your insurance adviser.

It will help if you keep the following points in mind:

How we help you

Once the **insured person** has sent **us** the details of their claim and we have accepted it, we will start to resolve their legal problem.

- Claims should always be reported to **us** in writing and as soon as possible.
- **We** normally deal with claims by appointing a solicitor to handle the claim.
- In most cases we will choose the appointed solicitor for the **insured person**.

Making a claim

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, please phone **us** on **01 670 7470** and **we** will send you a claim form. **We** cannot confirm cover for your claim over the phone. Please send your completed claim form or written details of your claim to the **Claims Department | ARAG Legal Protection Limited | 1 Hatch Street | Dublin 2 | D02 PY28** or e-mail to **claims@arag.ie**

Once you have sent **us** the details of your claim and if **we** have accepted it, **we** will start to resolve your legal problem.

If your members or employees need any other help from us

They can phone **us** at any time on **0818 670 747** if they wish to use the Legal Advice Service.

When we cannot help

Please do not ask for help from a solicitor or hire a vehicle before **we** have agreed. If you do, the **insurer** will not pay the costs involved.

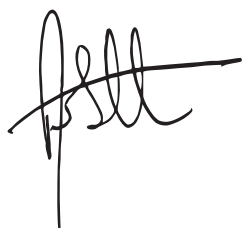
How to make a complaint

We will always try to give you a quality service. If you think **we** have let you down, please write to **our** Head of Operations at **ARAG Legal Protection Limited | 1 Hatch Street | Dublin 2 | D02 PY28**. Or you can phone **us** during standard office hours on **01 670 7470** or email **us** at **customerrelations@arag.ie**. Details of **our** internal complaint handling procedures are available on request.

If you are still not satisfied you can contact the Financial Services and Pensions Ombudsman (FSPO) at **Lincoln House | Lincoln Place | Dublin 2 | D02 VH29**. You can also contact them by emailing their Information Service at **info@fspoi.ie** or calling them on **+353 1 567 7000**. Website **www.fspo.ie**

You can also contact the Insurance Information Service at **5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8** or by phoning **01 676 1820**. Website **www.insuranceireland.eu**

Using these services does not affect your right to take legal action.



Adrienne O'Sullivan
Chief Executive Officer
ARAG Legal Protection Limited

Our agreement

- 1 This policy, the policy schedule and any endorsement shall be considered as one document. The proposal or any information supplied by **the policyholder** shall be incorporated in the contract.
- 2 This policy will cover the **insured person**. **We** agree to provide the insurance in this policy in accordance with the operative covers shown in the policy schedule, as long as:
 - (a) The premium has been paid;
 - (b) The **date of occurrence** of the insured incident happens during the **period of insurance** and within the **territorial limit**;
 - (c) Any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit**; and
 - (d) In civil claims it is always more likely than not that the **insured person** will recover damages (or other legal remedy which **we** have agreed to) or make a successful defence.
- 3 For all insured incidents, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **legal costs** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
- 4 If an **appointed representative** is used, **we** will pay the **legal costs** for this.
- 5 The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause is shown as the limit of indemnity in the policy schedule.
- 6 For **insured incident 1 Bodily Injury** claims, **we** will pay the application fee required by the **PIAB**.

Insured incidents

Please note, each of these insured incidents is operative only if shown as operative in your policy schedule.

For advice call **0818 670 707** and to make a claim call **01 670 7470**

What is covered Please also refer to our agreement on page 6.	What is not covered Please also refer to the policy exclusions on page 8.
1 BODILY INJURY We will negotiate for an insured person's legal rights following a specific or sudden accident which causes the death of, or bodily injury to them. This includes assisting the insured person to register their claim with the PIAB .	Any claim relating to the following: (a) illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident; (b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to the insured person ; (c) clinical negligence; (d) defending an insured person's legal rights, but defending a counter-claim is covered; (e) the cost of obtaining a medical report when registering a claim with the PIAB .
2 NURSING BODILY INJURY We will negotiate for an insured person's legal rights (including helping the insured person to register their claim with the PIAB) after an event which causes the death of, or bodily injury to them arising from the following: <ul style="list-style-type: none">• bodily injuries attributable due to lifting;• disease(s) contracted as a result of the hospital failing (or allegedly failing) to follow the correct screening process;• chemical sensitivity injuries (including latex, cidex and chemical reaction).	Any claim relating to the following: (a) defending an insured person's legal rights, but defending a counter-claim is covered; (b) when the insured person is driving a motor vehicle; (c) the cost of obtaining a medical report when registering a claim with the PIAB .
3 LEGAL DEFENCE (1) We will defend an insured person's legal rights if an event arising from an insured person's employment leads to an insured person being prosecuted. (2) We will defend an insured person's legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle (3) (Practice Nurses only) We will defend an insured person's legal rights if an event arising from an insured person's employment as a Practice Nurse leads to proceedings against the insured person employed as a Practice Nurse under legislation for unlawful discrimination.	Any claim relating to the following: (a) parking or obstruction offences; (b) the driving of a motor vehicle by an insured person for which they do not have valid motor insurance; (c) costs incurred in excess of €100,000

Policy exclusions

The **insurer** will not pay for the following:

- 1 Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
- 2 Any incident or matter arising prior to the inception of this policy.
- 3 Any **legal costs** incurred before the written acceptance of a claim by **us**.
- 4 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
- 5 Any insured incident deliberately or intentionally solicited by the **insured person**.
- 6 Any claim relating to written or verbal remarks which damage the **insured person's** reputation.
- 7 A dispute with **us** not otherwise dealt with under Condition 7.
- 8 An application for Judicial Review or any defence of Judicial Review proceedings.
- 9 Any legal action the **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
- 10 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircrafts or any other airborne devices travelling at sonic or supersonic speeds.
- 11 Any claim directly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

Policy conditions

- 1 An **insured person** must:
 - (a) Keep to the terms and conditions of this policy.
 - (b) Notify **us** immediately of any alteration which may materially affect **our** assessment of the risk.
 - (c) Take reasonable steps to keep the amount the **insurer** has to pay as low as possible.
 - (d) Try to prevent anything happening that may cause a claim.
 - (e) Send everything **we** ask for, in writing.
 - (f) Give **us** full details of any claim as soon as possible and give **us** the information **we** need.
- 2
 - (a) **We** can take over and conduct, in the name of the **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.
 - (b) If **we** agree to start legal proceedings, and it becomes mandatory for the **insured person** to be represented by a lawyer, or if there is a conflict of interest, the **insured person** can choose an **appointed representative** by sending **us** the lawyer's name and address.
We may choose not to accept the choice of lawyer, but only in exceptional circumstances.
If there is a disagreement over the choice of **appointed representative**, another lawyer will be appointed to decide the matter (see condition 7).
 - (c) Before an **insured person** chooses a lawyer, **we** can appoint an appointed lawyer.
 - (d) An **appointed representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **appointed representative**.
 - (f) The **insured person** must co-operate fully with **us** and with the **appointed representative** and must keep **us** up-to-date with the progress of the claim.
 - (g) An **insured person** must give the **appointed representative** any instructions that **we** ask for.
- 3
 - (a) An **insured person** must tell **us** if anyone offers to settle a claim.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, the **insurer** may refuse to pay further **legal costs**.
 - (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4
 - (a) If **we** ask, the **insured person** must tell the **appointed representative** to have **legal costs** taxed, assessed or audited.
 - (b) The **insured person** must take every step to recover **legal costs** that the **insurer** has to pay and must pay the **insurer** any **legal costs** that are recovered.
- 5 If an **appointed representative** refuses to continue acting for the **insured person** with good reason, or if the **insured person** dismisses an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another representative.
- 6 If the **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, the cover **we** provide will end at once and the **insurer** will be entitled to reclaim any **legal costs** paid by **us**.
- 7 If **we** or the **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** must both agree to this in writing.
If **we** cannot agree with the insured about the choice of the second suitably qualified person, **we** will ask the president of the Law Society of Ireland to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.

- 8** We may at **our** discretion require the **insured person** to obtain (at the **insured person's** expense), an opinion from a barrister chosen by the **insured person** and **us**, as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by the **insurer**.
- 9** The **policyholder** can cancel this policy by telling **us** at any time as long as they tell **us** at least 14 working days beforehand. **We** can cancel this policy at any time as long as **we** tell the **policyholder** at least 14 working days beforehand.
Subject to the terms of business between the **policyholder** and the person who sold the **policyholder** this policy, the **policyholder** 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 the **policyholder** and the person who sold the **policyholder** this policy. Please contact them directly for full details of charges.
- 10** We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or the **insurer** will not pay the claim if:
a claim the **insured person** has made to obtain benefit under this policy involves a fraudulent misrepresentation or where any conduct by the **insured person** (relative to the contract or the steps leading to its formation) involves fraud of any other kind, or a false declaration or statement is made in support of a claim.
Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at **our** discretion, also share information with other parties such as the Gardaí, government bodies and anti-fraud organisations.
- 11** The **insurer** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 12** This policy will be governed by the laws of the Republic of Ireland. All acts of the Oireachtais within the policy wording shall include any subsequent amendment or replacement legislation.

Privacy statement

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.ie

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

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).

ARAG Legal Protection Limited is a coverholder of the insurer, ARAG Allgemeine Versicherungs Aktiengesellschaft, ARAG Platz 1, D-40472 Düsseldorf, Germany, which is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany. The insurer operates in Ireland through its Irish Branch, (CRO number 909141) which is regulated by the Central Bank of Ireland (C194774) for Conduct of Business Rules.

www.arag.ie