

Recourse Complete



Why you need Recourse Complete

Without Recourse Complete you may end up exposed to legal costs such as the expenses that your solicitor will have to pay to assess your claim and any further expenses incurred during the course of your claim. A typical example of this would be an expert's report.

These costs can be met by this policy at the end of your claim, if they are not recovered from your opponent. Other costs that you could be liable for without Recourse Complete are those of your opponent if you should lose.

When can Recourse Complete help me?

Recourse Complete is designed to help you with specific legal issues, the most common are personal injury or clinical negligence, but it can cover other matters such as contract disputes. Your solicitor will recommend this policy to you should your case be acceptable to both them and us.

What will I have to pay for Recourse Complete?

The premium payable will depend on your specific legal issues. Your solicitor will inform you if you are required to pay all of the premium, or if part or all of the premium is recoverable from your opponent.



Expertise when you need it most



Important information

About ARAG and your insurer

ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation up to 90% of the cost of your claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.



Why choose ARAG?

ARAG is an established provider of legal expenses insurance in the UK and is part of the German insurer ARAG SE. In total, the ARAG group generates an annual premium income in excess of €1.5 billion.

It has always been our vision to enable everyone, not just those that can afford it, to assert their legal rights. We achieve this by developing innovative and affordable solutions to cover everyday legal disputes.

We are committed to providing our customers with guidance, advice and security, both now and in the future. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service to our customers.

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 document.



This summary provides an overview of Recourse Complete. The full terms and conditions of this insurance contract can be found in the policy document. Please obtain this from the representative who is selling you the policy.

keyfacts®

Summary table

Significant features & benefits	Significant exclusions or limitations	Where found
<p>The insurer will pay:</p> <ol style="list-style-type: none"> 1. your own reasonable disbursements and where applicable your opponent’s legal costs if: <ol style="list-style-type: none"> a) you lose or you fail to beat a Part 36 offer or b) you win but the court orders you to pay costs or your opponent cannot pay what the court orders them to pay or the court makes no order as to costs c) your claim is discontinued with our agreement 2. the insurance premium where your claim arises from a bodily injury and <ol style="list-style-type: none"> a) you have the right to recover the insurance premium from your opponent because your claim is successful but you cannot recover the insurance premium in full, or b) you win but your opponent cannot pay what the court orders them to pay or the court makes no order as to costs. 	<p>Your solicitor must be acting under a funding arrangement agreed by us.</p> <p>If we believe that you are more likely than not to lose your claim then cover will end.</p> <p>The insurer will not pay any claim:</p> <ol style="list-style-type: none"> 1. relating to costs incurred before you entered into the funding agreement unless agreed by us 2. relating to disbursements arising from a contract or debt where you win and your opponent cannot pay what the court orders them to pay 3. where you discontinue, abandon or withdraw your claim without your solicitor’s and our specific agreement. <p>The maximum the insurer will pay is £100,000 unless otherwise stated in the schedule.</p> <p>Where your claim is linked to other claims the maximum the insurer will pay is also limited to your proportionate share of costs.</p>	<p>Your policy cover</p> <ol style="list-style-type: none"> 1. and Meaning of words & terms <p>Your policy cover</p> <ol style="list-style-type: none"> 4. <p>What is not insured</p> <ol style="list-style-type: none"> 1. 2. 4. <p>What is insured – final paragraph</p> <p>What is not insured</p> <ol style="list-style-type: none"> 11. <p>Policy conditions</p> <ol style="list-style-type: none"> 1. Your Responsibilities g)
<p>Your premium becomes due to us as soon as you obtain successful judgment or reach agreement with your opponent to settle the claim in your favour (whichever happens sooner).</p>	<p>Any premium which is not paid at the time it is due will accrue interest at a rate of 8% per annum, calculated on a daily basis.</p>	

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

Should you remain dissatisfied you can pursue your complaint further with Lloyd's. They can be reached in the following ways:



0207 327 5693, Fax: 0207 327 5225



complaints@lloyds.com, Website: www.lloyds.com/complaints



Lloyd's, One Lime Street, London, EC3M 7HA

Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:



0800 0234 567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

www.arag.co.uk