

# 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

## Claims procedure

It is not necessary to notify us of a claim as your solicitor will do this on your behalf.

## What happens if the insurer cannot meet its liabilities?

The insurer 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.



## Who is ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income in excess of €1.8 billion.

Operating in the UK since 2006, ARAG plc provides a comprehensive suite of “before-the-event” and “after-the-event” legal insurance products and assistance solutions to protect both businesses and individuals.

## 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.



# Summary table

The table below shows a summary of cover. An Insurance Product Information Document is also available. For full terms and conditions of the policy, please read the policy wording.

Significant features & benefits	Significant exclusions or limitations	Where found
<p>The insurer will pay:</p> <ol style="list-style-type: none"> <li>1. your own reasonable disbursements and where applicable your opponent's legal costs if:               <ol style="list-style-type: none"> <li>a) you lose or you fail to beat a Part 36 offer or</li> <li>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</li> <li>c) your claim is discontinued with our agreement</li> </ol> </li> <li>2. the insurance premium where your claim arises from a bodily injury and               <ol style="list-style-type: none"> <li>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</li> <li>b) you win but your opponent cannot pay what the court orders them to pay or the court makes no order as to costs.</li> </ol> </li> </ol> <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>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"> <li>1. relating to costs incurred before you entered into the funding agreement unless agreed by us</li> <li>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</li> <li>3. where you discontinue, abandon or withdraw your claim without your solicitor's and our specific agreement.</li> </ol> <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>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> <p>Your claim must be brought in England or Wales and be subject to English or devolved Welsh laws.</p> <p>A claim that is listed as part of a Group Litigation order.</p>	<p><b>Your policy cover</b> 3. <b>and Meaning of words &amp; terms</b></p> <p><b>Your policy cover</b> 3.</p> <p><b>What is not insured</b> 1.  2.  4.</p> <p><b>What is insured</b> – final paragraph</p> <p><b>What is not insured</b> 11.</p> <p><b>Policy conditions</b> <b>1. Your Responsibilities</b> g) <b>Your policy cover</b> 3.</p> <p><b>What is not insured</b> 12.</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

If we are 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](http://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.