



### **ESB Identity Theft Legal Protection**

A separate Standalone Policy Underwritten by ARAG.

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

### **Welcome to ESB Identity Theft Legal Protection**

To make sure you get the most from your ARAG cover, please take time to read this policy which explains the contract between you and us.

### **Identity theft helpline**

We will provide an insured person who is resident in the Republic of Ireland with detailed guidance and advice over the phone in relation to or relating to concerns about identity theft.

To access the identity theft service, please call **0818 670747**.

The helpline is open 9am to 5pm, Monday to Friday.

Please note that all calls to and from ARAG are recorded for training and quality purposes.

Call Operator charges may vary.

### **Identity theft support service**

Following a call to the identity theft helpline, we will help to restore an insured person's identity and credit status if they have become a victim of identity theft. We will assign a personal case worker who will provide phone advice to help regain an insured person's identity.

## **Definitions Applicable to the Identity Theft Legal Protection**

### **We, us, our**

ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the insurer, ARAG Insurance Company Limited.

### **You, your**

The person or persons named on the Insurance schedule as the policyholder(s).

### **Insured person**

You and members of your family who normally reside with you at the time of the loss. Anyone claiming under this policy must have your agreement to claim.

### **Representative**

The lawyer, accountant or other suitably qualified person whom we appoint to act for an insured person in accordance with the terms of this policy.

### **Period of insurance**

The period for which we have agreed to cover an insured person.

### **Date of occurrence**

The date of occurrence is the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events.

### **Identity theft**

The theft or unauthorised use of an insured person's personal identification which has resulted in the unlawful use of their identity.

### **Costs and expenses**

All reasonable and necessary costs chargeable by the representative.

### **Territorial limit**

The Republic of Ireland

### **Cover**

We agree to provide the insurance under ESB Identity Theft Legal Protection policy, as long as:

- a) the premium has been paid; and
- b) the date of occurrence of the identity theft is during the period of insurance; and
- c) any legal proceedings will be dealt with by a court, or other body which we agree to, in the territorial limit.

### **What We Will Pay**

1. For insured incidents of identity theft, we will pay communication costs and for costs and expenses to make or defend against an appeal as long as the insured person tells us within the time limits allowed that they want us to appeal. Before we pay the costs and expenses for appeals, we must agree that it is always more likely than not that the appeal will be successful.
2. The maximum amount we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €65,000.

Following an insured person's identity theft:

1. we will pay legal costs to reinstate an insured person's identity including costs for the signing of statutory declarations or similar documents;
2. we will negotiate for an insured person's legal rights in a dispute with debt collectors or any party pursuing legal action against an insured person arising from or relating to identity theft;
3. we will pay loan-rejection fees and any re-application administration fee for a loan when an insured person's original application has been rejected.

**Provided that:**

- i) the insured person files a Garda report and notifies banks, buildings societies or other financial institutions as soon as possible; and
- ii) the insured person tells us if they have previously suffered identity theft; and
- iii) the insured person takes all reasonable action to prevent continued unauthorised use of their identity.

**What We Will Not Pay**

1. A claim where the insured person has failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making a successful defence.
2. An incident or matter arising before the start of this policy.
3. Costs and expenses incurred before our written acceptance of a claim.
4. Fines, penalties, compensation or damages which an insured person is ordered to pay by a court or other authority.
5. A claim intentionally brought about by an insured person.
6. A legal action that an insured person takes which we or the representative have not agreed to, or where an insured person does anything that hinders us or the representative.
7. A claim relating to written or verbal remarks which damage an insured person's reputation.
8. A dispute with us not otherwise dealt with under Condition 7.
9. Apart from us, the insured person is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.
10. Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
12. A claim which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the insured person which is proven.
13. A claim caused by, contributed to by or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
  - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
14. Fraud committed by another insured person under this policy.
15. Losses arising from an insured person's business activities.

## Conditions

1. An insured person must:
  - a) keep to the terms and conditions of this policy;
  - b) try to prevent anything happening that may cause a claim;
  - c) take reasonable steps to keep any amount we have to pay as low as possible;
  - d) send everything we ask for, in writing;
  - e) give us full and truthful details by phone or in writing of any claim as soon as possible and give us any information we need.
2.
  - a) We can take over and conduct in the name of an insured person, any claim or legal proceedings at any time. we can negotiate any claim on behalf of an insured person.
  - b) An insured person is free to choose a representative (by sending us a suitably qualified person's name and address) if:
    - i) we agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
    - ii) there is a conflict of interest.
  - c) In all circumstances except those in 2(b) above, we are free to choose a representative.
  - d) Any representative will be appointed by us to represent an insured person according to our standard terms of appointment. The representative must co-operate fully with us at all times.
  - e) We will have direct contact with the representative.
  - f) An insured person must cooperate fully with us and the representative and must keep us up to date with the progress of the claim.
  - g) An insured person must give the 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, we may refuse to pay further costs and expenses.
  - c) We may decide to pay the insured person the amount of damages that the insured person is claiming, or that is being claimed against them, instead of starting or continuing legal proceedings.
4. An insured person must tell the representative to have costs and expenses taxed, assessed or audited, if we ask for this.
5. If the representative refuses to continue acting for an insured person with good reason, or if an insured person dismisses the representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.
6. If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim from your costs and expenses we have paid.
7. If there is a disagreement about the way we handle a claim that is not resolved through our internal complaints procedure, the insured person can contact the Financial Service Ombudsman's Bureau for help, contact details are on page 3.
8. We can cancel this policy at any time as long as we tell you at least 14 days beforehand.
9. We 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.
10. This policy will be governed by the laws of the Republic of Ireland.

### **How we can help**

To make a claim under your policy, please write to our Claims Department at the following address:

Claims Department,  
ARAG Legal Protection Limited,  
Europa House,  
Harcourt Centre,  
Harcourt Street,  
Dublin 2.

or email [claims@arag.ie](mailto:claims@arag.ie)

We will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this policy, we will give you a claim reference number. At this point we will not be able to tell you whether you are covered but we will pass the information you have given us to our claims-handling teams and explain what to do next.

### **Problems**

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 | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20. Or you can phone us during standard office hours on 01 670 7470 or email us at [customerrelations@arag.ie](mailto: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@fspo.ie](mailto:info@fspo.ie) or calling them on +353 1 567 7000. Website [www.fspo.ie](http://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](http://www.insuranceireland.eu)

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