

Important: Please read and keep it safe

M/C Assist Breakdown Insurance Policy

COMFORT[®]
INSURANCE

welcome to M/C Assist

Thank **you** for taking out an M/C Assist Breakdown Insurance Policy. This policy is provided by ARAG plc on behalf of ARAG Legal Expenses Insurance Company Limited as the **insurer** and provides the motor assistance insurance under **your** policy.

To make sure **you** get the most from **your** ARAG cover, please take time to read this policy. It explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

Claims procedure

What to do if **you** breakdown.

1. If **your vehicle** breaks down contact the 24 hour control centre on **0330 303 1192** if you are within the UK or **+44 1206 812 868** if you are outside of the UK.
2. Please have the following information ready as it will be needed to check **your** policy cover:
 - **your vehicle** registration
 - the precise location of **your vehicle** (or as accurate as **you** are able in the circumstances)
 - **your** return telephone number.
3. **Our** operator will take **your** details and make the necessary arrangements to assist **you**. **Your** mobile phone must therefore be switched on and available to take calls at all times.
4. Stay safe but remain with or near to **your vehicle** until the **recovery operator** arrives. Once the **recovery operator** arrives at the scene please be guided by their safety advice.
5. If **you** breakdown on a UK motorway and have no means of contacting us or are unaware of **your** location, **you** should use the nearest SOS box and advise the police of our telephone number; they will contact **us** to arrange assistance. If the police are present at the scene please advise them that **you** have contacted **us** or give them **our** telephone number to make contact on **your** behalf.
6. If **you** breakdown on a motorway or major public road outside of the UK, the local highway authority may require **you** to use a local private towing service. **You** will need to use the SOS phones to call for assistance. The private towing service will tow the vehicle to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact us for further recovery and assistance. Please retain **your** receipts.

If **you** change **your** vehicle

You must notify the company that sold **you** this policy if **you** change **your** vehicle. Please include the existing registration, the new registration, make, model and colour of **your** new vehicle and the date you wish to make the change.

If **you** do not notify new vehicle details **our** operator may be unable to supply **you** with a service.

When we cannot help

Our approved agents cannot work on **your vehicle** if it is unattended.

Please do not arrange assistance before **we** have agreed. If **you** do, **we** will not pay the costs involved.

How we can help

Our operator will help **you** in accordance with the terms and conditions of this policy and the **insurer** will pay any costs covered by this policy up to £10,000 per claim for all claims related by time or originating cause. You are covered for the assistance services in this policy for a maximum of six **breakdowns** in any **period of insurance**.

UK Cover

1. Roadside assistance and recovery

Our operator will send help to the scene of **your vehicle breakdown** and the **insurer** will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside or recover **your vehicle**; provided that **your vehicle breakdown** is at least one mile away from **your home address**.

If, in the opinion of **our recovery operator**, it is not possible to repair **your vehicle** at the roadside within one hour:

- a) **our operator** will arrange for **your vehicle, you** and **your** passengers to be recovered to the nearest **suitable garage** able to undertake the repair, or
- b) if the above is not possible at the time or the repair cannot be made within the same day **our operator** will arrange for **your vehicle, you** and **your** passengers to be transported to **your home address** or if **you** would prefer and it is closer, **your** original destination within the **territorial limits (UK)**.

The **insurer** will pay the reasonable cost of assistance provided that the recovery is made at the same time as the initial call-out otherwise **you** will have to pay for subsequent call-out charges. If **your vehicle** requires recovery, **you** must immediately inform **our operator** of the address **you** would like **your vehicle** taken to. Once **your vehicle** has been delivered to that address, **your vehicle** will be left at **your own risk**.

2. Alternative travel

If your **vehicle** cannot be repaired locally on the same day or within a period agreed between **you** and **our operator** and is at least 20 miles away from **your home address** or if **your vehicle** is stolen; to allow **you** to complete **your** original journey, the **insurer** will pay up to £300 towards the cost of alternative transport whilst **your vehicle** remains unroadworthy. The **insurer** will pay up to £150 towards the costs of alternative transport for one person to return and collect **your repaired vehicle**.

3. Emergency overnight accommodation

Where alternative travel (described above) would have been available to **you**, but it is more practical or cost effective to provide emergency accommodation for a single night, the **insurer** will pay towards the cost of overnight accommodation including breakfast for **you** and **your** passengers whilst **your vehicle** is being repaired. The **insurer** will not pay more than £500 for each claim under Emergency overnight accommodation.

Conditions of service for covers 2. and 3. above

Your vehicle must be repaired at the nearest **suitable garage** to the **breakdown** location. Where available these services will be offered on a pay/claim basis, which means that **you** must pay initially, and the **insurer** will reimburse **you** when **we** are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from **our operator**.

4. Misfuelling

If **your vehicle's** fuel tank is filled with the incorrect type of fuel, it may be necessary to carry out a drain and flush of **your vehicle's** fuel tank at the roadside if possible or at a **suitable garage** where this is not possible.

Occasionally misfuelling **your vehicle** can cause extensive damage which a fuel drain and flush will not rectify. If **you** would prefer for the fuel drain and flush to be carried out by **your** preferred repairer, **our** operator will arrange for **your vehicle, you and your** passengers to be recovered to a repairer of **your** choice within 10 miles of the **breakdown**. You must pay initially and the **insurer** will reimburse **you** when **we** are in receipt of a valid invoice/receipt. The most the **insurer** will pay is the cost of 10 litres of correct fuel and not more than £250 in total for each claim under Misfuelling.

5. Message service

At **your** request **our** operator can pass on two messages to **your home address** or place of work to let others know of **your vehicle breakdown**.

6. Home assist

Your vehicle will be covered at **your home address** or within a one-mile radius of **your home address**. If **your vehicle** cannot be repaired at **your home address**, **our** operator will arrange for **you and your vehicle** to be recovered to the nearest **suitable garage**. The recovery must take place at the same time as the initial call-out.

European Cover

1. Roadside assistance

Our operator will send help to the scene of **your vehicle breakdown** within the **territorial limits (Europe)** and the **insurer** will cover the cost of call-out fees and mileage charges needed to make a repair at the roadside if this is possible within one hour. Due to differing national standards and infrastructures abroad, assistance may take longer to arrive.

2. Recovery

If, in the opinion of **our recovery operator**, it is not possible to repair **your vehicle** within one hour **we** will arrange and pay for **your vehicle, you and your** passengers to be recovered to the nearest **suitable garage** able to undertake the repair.

3. Alternative travel abroad

If **your vehicle** cannot be repaired locally on the same day or within a period agreed between **you and our** operator or if **your vehicle** is stolen, the **insurer** will pay up to £750 towards the cost of alternative transport whilst **your vehicle** remains unroadworthy. The **insurer** will pay up to £200 towards the cost of alternative transport for two people to return and collect **your** repaired **vehicle**.

4. Emergency overnight accommodation abroad

Where alternative travel (described above) would have been available to **you**, but it is more practical or cost effective to provide emergency accommodation for a single night (or as agreed in advance between **you and our** operator), the **insurer** will pay towards the cost of overnight accommodation including breakfast for **you and your** passengers whilst **your vehicle** is being repaired. The **insurer** will not pay more than £1000 for each claim under Emergency overnight accommodation.

5. Repatriation service

If **your vehicle** cannot be repaired within 48 hours of the original **breakdown** or by **your** intended return, which is due to occur later, **we** will arrange and pay for **your vehicle, you** and **your** passengers to be transported either to **your** home address, or if **you** would prefer and it is closer, **your** original destination within the **territorial limits (Europe)**.

Conditions of service for covers 3. above

Your vehicle must be repaired at the nearest **suitable garage** to the **breakdown** location. Where available these services will be offered on a pay/claim basis, which means that **you** must pay initially and the **insurer** will reimburse **you** when **we** are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from **our** operator. At all times please ensure **you** carry **your** driving licence and V5C registration document (logbook) with **you** during **your** journey. Due to local regulations and customs, **you** may be required to provide copies of **your** driving licence or V5C registration document. **You** will be held liable for any costs incurred if copies of **your** driving licence or V5C registration document are not immediately available.

Conditions of service for covers 1., 2., 3., 4, and 5. above

For European countries outside of the EEA such as Albania, Bosnia and Herzegovina, North Macedonia, Montenegro, Serbia and Turkey (West of the Bosphorus), where available these services will be offered on a pay/claim basis, which means that **you** must pay initially, and the **insurer** will reimburse **you** when **we** are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from **our** operator.

When this policy does not cover you

If **your** claim is not covered under the terms of this policy **our** operator can usually help. All costs must be paid for immediately by credit or debit card. If **you** wish to use this service, please call the number at the beginning of this policy and request the "pay on use service".

What is not covered (applicable to European cover only)

1. In the event of a **breakdown** on a motorway or major public road within the **territorial limits (Europe)**, access may be restricted to a private towing service only. Should this occur, **you** will need to obtain assistance via the SOS phones. The private towing service will tow **your vehicle** to a place of safety and **you** will be required to pay for the service immediately. **You** can then contact **us** for further assistance. **We** will only reimburse claims when **we** are in receipt of valid proof of payment. Payment will be made in accordance with the exchange rate on the date of the claim.
2. Due to differing national standards and infrastructures abroad, assistance may take longer in arriving. **We** will require detailed information from **you** regarding the location of **your vehicle**. When **we** have all the required information **we** will liaise with **our** European network, and **you** must remain contactable to avoid any delays. During public holidays, many services such as repairing garages will be closed, **we** will not be held liable for any delay this causes.
3. Repatriation to the **territorial limits (UK)** within 48 hours of the original **breakdown**, regardless of ferry or tunnel bookings for the homebound journey or pre-arranged appointments **you** have made within the **territorial limits (UK)**.
4. Any **trip** which was planned to or subsequently finishes outside the **period of insurance**.

What is not covered (applicable to both UK & European cover)

This insurance does not cover the following:

1. the cost of
 - a) any parts, components or materials used to repair **your vehicle**
 - b) an insured event which occurs within the first 48 hours of the initial **period of insurance**
 - c) labour other than labour at the scene of **your vehicle breakdown** (other than a claim for Misfuelling).
 - d) the use of specialist equipment occasionally required because **your vehicle** is immobilised due to snow, mud, sand, water, ice or a flood, has modifications which **you** did not make **us** aware of when originally reporting the **breakdown**, or nearby obstructions are impeding the usual method of assistance
 - e) additional charges incurred as a result of any aftermarket modifications to **your vehicle**
 - f) vehicle storage, expenses or charges of any other company (including police recovery) not authorised by **our** operator, or where **you** arrange for recovery or repairs by other means
 - g) fuel, oil or insurance for a vehicle hire
2. a claim if **you** already owe **our** operator money
3. **your** failure to comply with requests by our operator or **our recovery operator** concerning the assistance being provided
4. an Insured event which happens within the first 48 hours of the initial **period of insurance**
5. subsequent call-outs for any symptoms related to a claim which has been made within the last 28 days, unless **your vehicle** has been fully repaired at a **suitable garage**, declared fit to drive by **our recovery operator** or is in transit to a pre-booked appointment at a garage
6. a **breakdown** caused by failure to maintain **your vehicle** in a roadworthy condition including maintenance or proper levels of oil and water
7. more than six call-outs in the same **period of insurance**
8. costs incurred in addition to a standard call-out where service cannot be undertaken at the roadside because **your vehicle** is not carrying a serviceable spare wheel, an aerosol repair kit, appropriate jack, or the locking mechanisms for the wheels are not immediately available to remove the wheels
9. additional manpower and/or recovery vehicles, or a recovery further than 10 miles from the scene of the **breakdown** if **your vehicle** is immobilised due to snow, mud, sand, water, ice, or a flood
10. **your vehicle** being used for motor racing, rallies, rental, hire, public hire, private hire, courier services or any contest or speed trial or practice for any of these activities
11. claims caused by overloading of **your vehicle** or carrying more passengers than it is designed to carry
12. any losses that happen following a **breakdown** that are not expressly covered by this **breakdown** policy
13. assistance where **your vehicle** is not secure or has faults with electric windows, sun roofs or locks, unless the fault occurs during the course of a journey and **your safety** is compromised

14. assistance where **your vehicle** is deemed to be illegal, untaxed, without a valid MoT certificate, uninsured, or dangerous to transport
15. assistance following any intentional or wilful damage caused by **you** to **your vehicle**
16. a **breakdown** caused by a systems outage of **your vehicle's** manufacturer
17. a)
ionising radiations or contamination by radioactivity from any nuclear fuel or from any . nuclear waste from the combustion of nuclear fuel
b)
radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
c)
war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
d)
pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
e)
any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **you**
f)
a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Policy conditions

Failure to keep to any of these conditions may lead the **insurer** to cancel **your** policy or refuse to provide assistance.

1. Your responsibilities

- a) The driver of **your vehicle** must remain with or nearby **your vehicle** until help arrives.
- b) If **your vehicle** cannot be repaired at the roadside, **you** must accept the assistance being provided
 - i. where **your vehicle** is recovered to a **suitable garage** and it can be repaired **you** must have adequate funds to pay for the repair including replacement parts immediately. If **you** do not have funds available, any further assistance will be denied
 - ii. repairs are provided under a separate contract, which is between **you** and the repairer.
- c) **You** should wait for assistance to ensure **your vehicle** is functioning correctly. If **you** do not wait for assistance and **your vehicle** breaks down again within 12 hours, **you** will be charged for the second and any subsequent call-outs.

2. Our rights

- a) **Our** operator will refuse to provide assistance if **you** or **your** passengers are being obstructive in allowing them to provide the most appropriate assistance or are abusive to our **recovery operator**.
- b) If **you** use the service and the claim and/or fault is subsequently found not to be covered by this policy, **we** reserve the right to reclaim any costs that have been incurred from **you**.
- c) If **your vehicle** is beyond economical repair **we** have the right to offer the market value of **your vehicle** to **you** and pay for alternative transport home or if **you** would prefer and it is closer to **your** intended destination.

- d) **Our** operator reserves the right to recover **your** immobilised **vehicle** in accordance with and subject to any legislation, which affects drivers' working hours.
- e) The transportation of pets and livestock (excluding official guide dogs and assistance animals) will be at the discretion of the **recovery operator**. Alternative transport can be arranged but **you** will need to pay for this service immediately by credit or debit card.

3. Other insurance

The **insurer** will not pay for more than their fair share (rateable portion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist. **We** reserve the right to claim back any costs that are recoverable through a third party.

4. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described in the "How we handle complaints" section below and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

5. Fraudulent claims

If **you** make any claim under the policy which is fraudulent or false, the policy may become void and all benefit under it may be lost.

6. Cancellation

You have a statutory right to cancel this cover within 14 days from the day of purchase or renewal of the contract. If you wish to cancel and the cover has not yet commenced, you will be entitled to a full refund of the premium paid. Comfort Insurance will also charge a fee of £10.00 to cover its administrative costs (plus Insurance Premium Tax, where applicable). Alternatively, if you wish to cancel and the cover has already commenced, you will be entitled to a refund of the premium paid, less a proportionate deduction for the time we have provided cover. Comfort Insurance will also charge a fee of £10.00 to cover its administrative costs (plus Insurance Premium Tax, where applicable).

Following the expiry of your 14 day statutory cooling off period, you continue to have the right to cancel this cover at any time during its term. If you do so, you will not be entitled to a refund of the premium paid in respect of the cancelled cover and Comfort Insurance will also charge a fee of £10.00 to cover its administrative costs (plus Insurance Premium Tax, where applicable).

Our rights We may cancel this cover where there is a valid reason, for example where:

- you have not paid your premium (including non-payment of instalments under a Comfort Insurance monthly credit facility). If premiums or instalment payment(s) are not paid when due, Comfort Insurance will write to you requesting payment by a specific date. Comfort Insurance will give you at least 14 days' notice in writing if Comfort Insurance intend to cancel due to non-payment under a Comfort Insurance monthly credit facility. If Comfort Insurance receive payment by the date set out in the letter, Comfort Insurance will take no further action. If Comfort Insurance do not receive payment by this date, Comfort Insurance will cancel the policy and/or any cover options from the cancellation date shown in the letter;
- we reasonably suspect fraud;
- any persons insured have failed to co-operate with us and this affects our ability to process a claim or defend our interests;

- or you have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where we cancel we will always give at least 7 days' notice, by post or email, to the last address you have given us and explain why. The exception is where we have evidence that you have acted fraudulently or deliberately given us incorrect or incomplete information when we may cancel your policy without notice and backdate the cancellation to the date when this has happened, which could be when you first bought your policy.

7. Other Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include any subsequent amendment or replacement legislation. This policy will be governed by English Law.

8. Contracts (Rights of Third Parties) Act 1999

Except for **our** operator, a person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Privacy Statement

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

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.

What happens if the insurer cannot meet its liabilities?

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the **insurer** cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

Definitions

To save lengthy repetition, wherever the following words or phrases occur they will have the meaning described below:

Breakdown

- a) An electrical or mechanical failure, lack of fuel, flat battery or puncture or
 - b) damage caused by a collision or act of vandalism (if **your** motor insurance policy will not cover **you** for assistance)
- which immobilises **your vehicle** or makes it unsafe to drive.

Home address

The last known address recorded on **our** system where **your vehicle** is ordinarily kept.

Insurer

ARAG Legal Expenses Insurance Company Limited

Period of insurance

The term of this policy that runs alongside **your** motor insurance policy for a period not exceeding twelve months.

Recovery operator

The independent technician **our** operator selects to attend **your vehicle breakdown**.

Suitable garage

Any appropriately qualified mechanic or garage which is suitable for the type of repair required and who can confirm in writing the remedial work undertaken.

Territorial limits (Europe)

Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Corsica, Croatia, Northern Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Sardinia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland and Vatican City.

For European countries outside of the EEA such as Albania, Bosnia and Herzegovina, North Macedonia, Montenegro, Serbia and Turkey (West of the Bosphorus), services will be offered on a pay/claim basis, which means that **you** must pay initially, and the **insurer** will reimburse **you** when **we** are in receipt of a valid invoice/receipt. Before arranging these services, authorisation must be obtained from **our** operator.

Territorial limits (UK)

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and Isle of Man.

Vehicle

The UK registered **vehicle** shown on **your** schedule which is registered with the DVLA (or equivalent) as either a motorhome, motor caravan, a campervan or van with side windows, including an attached caravan or trailer which is fitted with a standard towing hitch and does not exceed 7.6 metres (25 feet) in length.

DVLA size limits are 12 metres long and 2.55 metres wide.

We/us/our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You/your

The person named as the “insured” in the motor insurance policy schedule to which this policy attaches and anyone legally driving **your vehicle** with their consent.

How we handle complaints

Step 1

ARAG is committed to providing a first-class service at all times. However, if a complaint arises, please contact **us** using the number **you** rang to report **your** claim. The staff handling **your** claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to our Customer Relations Department where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact you to let **you** know that we are reviewing **your** complaint.

Alternatively, **you** can contact **our** Customer Relations Department directly; **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 will be recorded).
- customerrelations@arag.co.uk
- ARAG plc, Unit 4a Greenway Court, Bedwas, Caerphilly, CF83 8DW

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.

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

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

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