



Family Legal Expenses Insurance





Family Legal Expenses Insurance Policy Document

This insurance is underwritten by AmTrust Europe Limited and managed on their behalf by Arc Legal Assistance Limited.

If You make a valid claim under this insurance, We will appoint Our panel solicitors, or their agents, to handle Your case. You are not covered for any other legal representatives' fees. If You live within the European Union and court proceedings are issued or a Conflict of Interest arises and You want to use a legal representative of Your own choice, Advisers' Costs payable by Us are limited to no more than (a) Our Standard Advisers' Costs or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime; whichever is the lower amount.

The insurance covers Advisers' Costs and other costs and expenses as detailed under the separate sections of cover, up to the Limit of Indemnity where:-

- a) The Insured Incident takes place in the Insured Period and within the Territorial Limits and
- b) The Legal Action takes place in the Territorial Limits.

Definitions

Adviser

Our specialist panel solicitors or their agents appointed by Us to act for You, or, and subject to Our agreement, where You live within the European Union and court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by You.

Advisers' Costs

Reasonable legal or accountancy fees and disbursements incurred by the Adviser or other legal representative with Our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.

Computer

Any Computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.

Conflict of Interest

There is a Conflict of Interest if Your Advisers' duty to act in Your best interests in relation to Your claim conflicts with, or there is a significant risk that it may conflict with, any duty Your Adviser owes, or obligation it has, to any other party.

Daily Rate

An amount equal to 1/250th of your normal income which shall be calculated as either of the following:

- If You are employed the average of the amounts shown on Your payslips from Your employer during the last 12 months (excluding bonus payments and overtime); or
- If You are self employed the monthly average of the income You declared to HM Revenue and Customs (or its local equivalent) for the previous tax year.

Excess

The amount that You must pay towards the cost of any claim as stated below:
Employment, Property Infringement and Property Damage cover: £250 per claim
All other sections: Nil

Identity Fraud

A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.

H M Revenue and Customs Full Enquiry

An enquiry under Section 9A of the Taxes Management Act 1970 by HM Revenue & Customs into Your PAYE income or gains (or its equivalent in the Channel Islands or the Isle of Man).

Insurance Providers

AmTrust Europe Limited.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from Identity Fraud the Insured Incident is a single act or the start of a series of single acts against You by one person or group of people.

In a claim arising from an H M Revenue and Customs Full Enquiry (or its equivalent in the Channel Islands or the Isle of Man), the Insured Incident shall be deemed to be the date H M Revenue and Customs issue a formal notice to You notifying of a full enquiry into Your non-business affairs.

Insured Period

One year from the inception or renewal date shown on Your insurance schedule.

Legal Action(s)

The pursuit or defence of civil legal cases for damages or injunctions, and the defence of criminal prosecutions to do with Your employment and the defence of motor prosecutions.

Limit of Indemnity

The maximum payable in respect of an Insured Incident as stated below:

All sections: £50,000

Standard Advisers' Costs

The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.

Territorial Limits

The United Kingdom, Channel Islands and the Isle of Man, except for Consumer and Personal Injury cover where the Territorial Limits extend to the whole of the European Union.

We/Us/Our

Arc Legal Assistance Limited who administer this insurance on behalf of the Insurance Providers.

You / Your

The insured named in the household insurance schedule to which this policy attaches who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Your insurance advisor. Cover also applies to Your family members normally resident with You where the property insured under the household insurance policy attaching to this legal expenses insurance is Your main home. If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.

Vehicle

Any motor vehicle or motorcycle owned by You.

Cover

Consumer Pursuit

What is insured

Advisers' Costs to pursue a Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. This includes the purchase of the property covered under the household insurance to which this cover attaches. The contract must have been made after You first purchased this insurance and, in respect of disputes over the purchase of the property, the purchase must have commenced at least 180 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:

Claims:

- Where the amount in dispute is less than £100 plus any local taxes
- Involving a motor Vehicle owned by You or which You are legally responsible for
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Personal Injury

What is insured

Advisers' Costs to pursue a Legal Action for financial compensation for damages following an accident resulting in Your personal injury or death against the person or organisation directly responsible.

What is not insured:

Claims:

- Arising from medical or clinical treatment, advice, assistance or care
- For stress, psychological or emotional injury unless it arises from You suffering physical injury
- For illness, personal injury or death which is caused gradually or is not caused by a specific event
- Involving a motor Vehicle owned by You or which You are legally responsible for.

Clinical Negligence

What is insured

Advisers' Costs to pursue a Legal Action for financial compensation for damages following clinical negligence in an identified act of surgery or clinical or medical procedure, resulting in Your personal injury or death against the person or organisation directly responsible.

What is not insured:

Claims:

- Arising from the failure or delay to correctly diagnose Your condition
- Arising from an allegation of clinical negligence in failing to provide a satisfactory standard of care other than in relation to surgical, medical or clinical procedures
- For stress, psychological or emotional injury unless it arises from You suffering physical injury
- For illness, personal injury or death which is caused gradually or is not caused by a specific event

Employment Disputes

What is insured

Advisers' Costs to pursue a Legal Action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of Your contract of employment or legal rights under employment laws.

What is not insured:

Claims:

- Where the breach of contract occurred within 90 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began
- For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its local equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- For Advisers' Costs of any disciplinary investigatory or grievance procedure connected with Your contract of employment or the costs associated with any compromise agreement
- Where the breach of contract is alleged to have commenced or to have continued after termination of Your employment
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- For Advisers' Costs awarded by an Employment or Employment Appeals Tribunal (or its local equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) that You are ordered or agree to pay.

Property Infringement

What is insured

Advisers' Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to the property insured under the household insurance policy to which this insurance attaches. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:

Claims:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Property Damage

What is insured

Advisers' Costs to pursue a Legal Action for financial compensation for damages against a person or organisation that causes physical damage to the property insured under the household insurance policy to which this insurance attaches. The damage must have been caused after You first purchased this insurance.

What is not insured:

Claims:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Criminal Prosecution Defence

What is insured

Advisers' Costs to defend a Legal Action where non-motoring criminal proceedings have been brought against You to do with Your employment.

What is not insured:

Claims:

- For Advisers' Costs where You are entitled to a grant of legal aid from the body responsible for its administration or where funding is available from another public body, a trade union, employer or any other insurance policy.

Motor Prosecution Defence

What is insured

Advisers' Costs to defend a Legal Action in respect of a motoring offence, arising from Your use of a motor Vehicle. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of Us.

What is not insured:

Claims:

- For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs
- For Advisers' Costs where You are entitled to a grant of legal aid from the body responsible for its administration or where funding is available from another public body, a trade union, employer or any other insurance policy

- For parking offences which You do not get points on Your licence for.

Consumer Defence

What is insured

Advisers' Costs to defend a Legal Action brought against You following a breach of a contract You have for selling private goods or the private and personal use of another person. This includes the sale of the property covered under the household insurance to which this cover attaches. The contract must have been made after You first purchased this insurance and, in respect of disputes over the sale of the property, the sale must have commenced at least 180 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:

Claims:

- Where the amount in dispute is less than £100 plus any local taxes
- Involving a motor Vehicle owned by You or which You are legally responsible for
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Tax

What is insured

Advisers' Costs incurred by an Accountant if You are subject to an H M Revenue and Customs Full Enquiry into Your personal Income Tax position.

This cover applies only if You have:

- Maintained proper, complete, truthful and up to date records
- Made all returns at the due time without having to pay any penalty
- Provided all information that the H M Revenue and Customs (or its equivalent in the Channel Islands or the Isle of Man) reasonably requires.

What is not insured:

Claims:

- Where deliberate misstatements or omissions have been made to the authorities
- Where the Special Compliance Officer (or its equivalent in the Channel Islands or the Isle of Man) is investigating Your affairs
- For accountancy fees which relate to Your business trade or profession
- In respect of income or gains which have been under-declared because of false representations or statements by You
- For Advisers' Costs for any amendment after the tax return has initially been submitted to the H M Revenue and Customs (or its equivalent in the Channel Islands or the Isle of Man).
- For Advisers' Costs arising after You receive a notice telling You that the enquiry has been completed.

School Admission Disputes

What is insured

Advisers' Costs in a Legal Action to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform with its published admission policy, which leads to Your child or children being refused entry at the state school of Your choice.

What is not insured:

Claims:

- Arising where examinations or other selection criteria are part of the acceptance process
- Involving schools which are not state schools falling under the LEA's jurisdiction or where the allocation of a place(s) does not sit within the LEA's responsibility
- Arising prior to submitting an application to the school or LEA
- Arising where the LEA's refusal occurred within 180 days of You first purchasing this insurance
- Where the process for appealing against the decision to refuse a place at the school has not been adhered to Where the child has been suspended, expelled or permanently excluded from another school
- For children under 5 years except for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

Probate

What is insured

Advisers' Costs to pursue a Legal Action by You in respect of a probate dispute involving the will of Your parents, grandparents, children, step-children or adopted children where You are contesting a will as a beneficiary or as a member of a class of beneficiaries with an immediate interest.

What is not insured:

Claims:

- In respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced (Intestate).

Personal Identity Fraud

What is insured

Advisers' Costs in a Legal Action in respect of Insured Incidents arising from Identity Fraud:

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies or have sought monies from You as a result of Identity Fraud
- To liaise with credit referencing agencies and all other relevant organisation on Your behalf to advise that You have been the victim of Identity Fraud

- To defend Your legal rights and/or take reasonable steps to remove County Court Judgments against You that have been obtained by an organisation that You are alleged to have purchased, hired or leased goods or services from. Cover is only available if You deny having entered in to the contract and allege that You have been the victim of Identity Fraud.

What is not insured:

Claims:

- Where You have not been the victim of Identity Fraud
- Where the Insured Incident began to occur within 30 days of You first purchasing this insurance or similar insurance which expired immediately before this insurance began
- Where the Insured Incident began to occur or had occurred before You purchased this insurance
- Where the claim is false or fraudulent
- Where You did not take reasonable precautions against Identity Fraud or take action to protect Yourself from Identity Fraud
- Where the Identity Fraud has been carried out by somebody living with You
- For Advisers' Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss
- For any losses other than Advisers' Costs incurred by You as a result of Identity Fraud

You must agree to be added to the CIFAS Protection Register if We recommend it. You must notify claims as soon as reasonably possible within 45 days of the Insured Incident and complete a claim form. This must be returned promptly with all relevant information.

Discrimination

What is insured

Advisers' Costs to defend a Legal Action following an event arising from Your work as an employee which results in civil proceedings being brought against You for sex, race, age, religious or disability discrimination at work.

We will provide this cover as long as You have a reasonable chance of successfully defending the legal action at all times.

Data Protection

What is insured

Advisers' Costs to defend a Legal Action following an Insured Incident arising from Your work as an employee which results in civil legal proceedings being brought against You under the Data Protection Act 1998 (or its local equivalent).

Jury Service

What is insured

We will pay a Daily Rate for the duration You are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from Your employer or the court.

We will pay 50% of the Daily Rate for each half day You are off work while attending jury service providing these costs are not recoverable from Your employer or the court.

Telephone Helplines

Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to You or any member of Your household.

Specialist lawyers are at hand to help You. If You need a lawyer or accountant to act for You and Your problem is covered under this insurance, the helpline will ask You to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to You. If Your problem is not covered under this insurance, the help line may be able to offer You assistance under a private funding arrangement.

Simply telephone (0044) **(0)344 770 1040** and quote "**Channel Insurance Brokers – Family Legal Expenses**".

Debt Counselling Helpline

Managing money well is sometimes overlooked in the pressures of daily lives. You can talk about any financial concerns or worries through Our 24/7 Debt Counselling Helpline. Expert confidential help is at hand through Our trained independent counsellors ready to assist with counselling, support, advice and help. If Your debt is complicated the counsellor can also direct Your call to Our specialist debt experts who will talk through the stages of prioritising the debts and steps to resolution. Importantly once You are managing Your money concerns the support of Our counsellors is available 24/7 to help You find better ways to control future spending and deal with money related issues.

Simply telephone (0044) **(0)344 770 1036** and quote "**Channel Insurance Brokers – Family Legal Expenses**".

General Exclusions

1. There is no cover where:

- The Insured Incident began to start or had started before You bought this insurance
- You should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of Your Advisers' Costs of acting for You is more than the amount in dispute
- You fail to give full information or facts to Us or to the Adviser on a matter material to Your claim
- Something You do or fail to do prejudices Your position or the position of the Insurance Providers in connection with the Legal Action
- Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which We have given Our prior written approval
- Where You have other legal expenses insurance cover Your insurers repudiate the insurance policy or refuse indemnity.

2. There is no cover for:

- The Excess
- Advisers' Costs or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of Advisers' Costs in excess of Our Standard Advisers' Costs where You have decided to use an Adviser of Your own choice
- Advisers' Costs arising from any private prosecution
- Damages, interest, fines or costs awarded against You in a criminal court
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against Your insurance advisor, the Insurance Providers, the Adviser or Us
- Any claim You make which is false or fraudulent
- Defending Legal Actions arising from anything You did deliberately or recklessly
- Appeals without the prior written consent of Us
- The costs of any legal representative other than those of the Adviser (unless You live within the European Union where this exclusion only applies prior to the issue of court proceedings or a Conflict of Interest arising)
- Any costs which You incur and wish to recover which You cannot substantiate with documentary evidence
- Advisers' costs if Your claim is part of a class action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim directly or indirectly arising from:

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off

- Computer software other than proprietary packaged software that has not been tailored to Your requirements
- Works undertaken or to be undertaken by or under the order of any government or public or local authority
- Planning law
- Constructing buildings or altering their structure -except in relation to Consumer disputes providing the amount in dispute is less than £5000 inc. VAT
- Libel, slander or verbal injury
- A dispute between You and someone You live with or have lived with
- A lease or licence to use property or land
- A venture for gain by You or Your business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- An allegation of miss-selling or mismanagement of financial services or products
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence land heave land slip mining or quarrying A tax or levy relating to Your owning or living in Your home A manufacturer's warranty or guarantee.

- ### 3. Contracts (Rights of Third Parties) Act 1999 (or its relevant local equivalent) A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 (or its relevant local equivalent) to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

Conditions

1. Cancellation

You may cancel this insurance at any time by writing to Your insurance advisor providing fourteen days written notice. If You exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided You have not already made a valid claim against the insurance.

We or Your insurance advisor may cancel the insurance by giving fourteen days notice in writing to You at the address shown on the schedule, or alternative address provided by You. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of You behaving inappropriately, for example:

- Where We have a reasonable suspicion of fraud
- You use threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers

2. Claims

- a) You must notify claims as soon as reasonably possible once You become aware of the incident and within no more than 180 days of You becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, Our position has been prejudiced. For claims relating to Identity Fraud, these must be reported within 45 days of You becoming aware of the incident.
- b) We may investigate the claim and take over and conduct the Legal Action in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the Legal Action.
- c) You must supply at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. If you live within the European Union and court proceedings are issued or a Conflict of Interest arises, and You wish to nominate a legal representative to act for You, You may do so. Where You have elected to use a legal representative of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs. The Adviser must represent You in accordance with Our standard conditions of appointment available on request.
- d) The Adviser will:
 - i.) Provide a detailed view of Your prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep Us fully advised of all developments and provide such information as We may require.
 - iii.) Keep Us advised of Advisers' Costs incurred. iv.) Advise Us of any offers to settle and payments in to court. If against Our advice such offers or payments are not accepted there shall be no further cover for Advisers' Costs unless We agree in Our absolute discretion to allow the case to proceed.
 - v.) Submit bills for assessment or certification by the appropriate body if requested by Us.
 - vi.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to Advisers' Costs We may require You to change Adviser.
- f) Insurance Providers shall only be liable for costs for work expressly authorised by Us in writing and undertaken while there are reasonable prospects of success.
- g) You shall supply all information requested by the Adviser and Us.
- h) You are responsible for any Advisers' Costs if You withdraw from the Legal Action without Our prior consent. Any costs already paid under this insurance will be reimbursed by You.
- i) You must instruct the Adviser to provide Us with all information that We ask for and report to Us as We direct at their own cost.

3. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between You and Us may, where both parties agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the relevant local Law Society may be asked to make

a nomination. The arbitration will be binding and carried out under the Arbitration Act / Law. The costs of the arbitration will be at the discretion of the arbitrator.

4. Prospects of Success

At any time We may, but only when supported by independent legal advice, form the view that You do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, We may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves Your interests

5. English Law

This contract is governed by English Law.

6. Language

The language for contractual terms and communication will be English.

Customer Services Information

How To Make A Claim

As soon as You have a legal problem that You may require assistance with under this insurance You should telephone the Legal Helpline. Once You have contacted the legal helpline You can complete and submit Your claim form online by visiting www.arlegal.co.uk/informationcentre. Alternatively, the Legal Helpline can send You a claim form which must be returned promptly with all relevant information. In general terms, You are required to immediately notify Us of any potential claim or circumstances which may give rise to a claim. If You are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

Data Protection Act/Law

Your details and details of Your insurance cover and claims will be held by Us and or the Insurance Providers for underwriting, processing, claims handling and fraud prevention subject to the provisions of the relevant local Data Protection Act / Law.

Customer Service

Our aim is to get it right, first time, every time. If We make a mistake, We will try to put it right straightaway.

If You are unhappy with the service that has been provided, You should contact Us at the address below. We will always confirm to You, within five working days, that We have received Your complaint. Within four weeks You will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when You will receive a final response. Within eight weeks You will receive a final response or, if this

is not possible, a reason for the delay plus an indication of when You will receive a final response.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester Tel 01206 615 000
CO4 5YD Email: customerservice@arclegal.co.uk

If Your complaint is not resolved You may be entitled to refer it to The Financial Ombudsman Service. Their details are:

Financial Ombudsman Service
Exchange Tower
London Tel 08000 234 567
E14 9SR Email: complaint.info@financial-ombudsman.org.uk

Compensation

You may be entitled to compensation from the Financial Services Compensation Scheme in the event that the Insurance Providers are unable to meet their liabilities. Further information is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.