

Family Legal Expenses Insurance





Family Legal Expenses Insurance Policy Document

This cover is managed and provided by Arc Legal Assistance Limited. The insurance elements of this section are underwritten by AmTrust Europe Limited and **We** act on their behalf.

ASSISTANCE HELPLINE SERVICES

Legal and Tax Helpline

You can use the helpline service 24 hours a day, seven days a week to discuss any legal or taxation problem which happens in the United Kingdom, the Channel Islands and the Isle of Man and during the **Period of Insurance**.

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

Telephone calls may be recorded and/or monitored for both **Yours** and **Our** protection.

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** Debt Counselling Helpline which is open 24 hours a day, seven days a week.

Expert confidential help is available through **Our** trained independent counsellors who are ready to help with counselling, support, advice and practical 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 reaching a decision about what to do. 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 **0344 770 1036** and quote "**Channel Insurance Brokers – Family Legal Expenses**".

If a claim is accepted 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 unless it is necessary to start court proceedings or a **Conflict of Interest** happens.

Channel Insurance Brokers

Where it is necessary to start court proceedings, or a **Conflict of Interest** happens, and **You** want to use a legal representative that **You** choose **Yourself**, **We** will not pay **Advisers' Costs** which are 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.

Your family legal protection covers **Costs** set out under the separate sections of cover, less any **Excess**, up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** happens during the **Period of Insurance** and within the **Territorial Limits** and
- b) The **Legal Action** takes place in the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do has a negative impact on **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under this insurance and no exclusions apply then it is vital that **You** comply with the conditions of this insurance in order for **Your** claim to proceed. The conditions applicable to this insurance are given in the 'Conditions' section below and should be read carefully. Some of the main conditions that apply to this insurance are:

1. Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

2. Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Family Legal Expenses

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3. Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate **Your** cover might be affected and:

- the **Insurer** might cancel **Your** policy and refuse to pay any claim or
- the **Insurer** might not pay any claim in full.

We will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or needs **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must tell **Us**.

4. Freedom of Choice

You can choose **Your** own **Adviser** to act for **You** when it is likely that court proceedings might need to be started. If **You** do this, **We** will only pay **Standard Advisers' Costs** up to the **Maximum Amount Payable** (which **We** have the right to change from time to time).

Definitions

Where the following words appear in bold they have these special meanings.

Adviser

Our specialist panel solicitors or accountants (or their agents) appointed by **Us** to act for **You** (provided **We** agree) where it is necessary to start court proceedings or a **Conflict of Interest** happens, another legal representative chosen by **You**.

Advisers' Costs

Legal or accountancy fees and disbursements paid by the **Adviser**.

Adverse Costs

Third party legal costs awarded against **You** which shall be paid on the **Standard Basis of Assessment** provided that these costs arise after written acceptance of a claim.

Conditional Fee Agreement

An agreement between **You** and the **Adviser** (or between **Us** and the **Adviser**) which sets out the terms under which the **Adviser** will charge **You** (or **Us**) for their own fees.

Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether spoken or in writing.

Costs

Standard Advisers' Costs and Adverse Costs.

Daily Rate

An amount equal to 1/250th of either of the following:

- a) 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
- b) 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

Data Protection Legislation

The relevant **Data Protection Legislation** in force in the **Territorial Limits** where this cover applies at the time of the **Insured Event**

Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

Excess

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

All other sections: Nil

The **Excess** will be paid to, and at the request of, the **Adviser**.

HM 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).

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.

Insured Event

The incident (or the start of a transaction, or series of incidents), which might lead to a claim (or claims) being made under the terms of this insurance.

Insurer

AmTrust Europe Limited.

Legal Action(s)

- a) The pursuit or defence of civil legal cases for damages or injunctions, specific performance; or
- b) The defence of criminal prosecutions to do with **Your** employment; or
- c) The defence of motor prosecutions.

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which might give rise to a claim under this insurance.

Maximum Amount Payable

We will pay up to £100 per hour plus VAT up to the maximum amount payable in respect of an **Insured Event** which is £50,000.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Period of Insurance

This insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents as defined in the **Maximum Amount Payable** and may, if **We** wish, change from time to time.

Standard Basis of Assessment

The way in which the costs of legal proceedings are assessed where the court only allows amounts that are in proportion to the subject matter being disputed. The court will decide whether or not the costs were reasonable for the party having to pay the costs.

Territorial Limits

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

We/Us/Our

Arc Legal Assistance Limited.

You / Your

Any person who has paid the premium, or on whose behalf the premium has been paid, and been declared to **Us** by **Your** insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family members' resident with **You**. 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 or out of **Your** death.

Cover

Consumer Pursuit

What is covered

Costs to pursue a **Legal Action**, resulting from an **Insured Event**, following a breach

of a contract **You** have entered into 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 covered:

Claims

- where the amount in dispute is less than £100 plus any local taxes
- for, or related to, professional negligence
- involving a vehicle owned by **You** or for which **You** are legally responsible
- resulting from a dispute with any government, public or local authority
- relating to a lease tenancy or licence to use property or land
- relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- relating to a dispute with any financial services supplier resulting from the sale or performance of products and services offered or provided to **You**
- directly or indirectly resulting from planning law
- directly or indirectly resulting from constructing buildings or altering their structure for **Your** use, except in relation to disputes where the amount in dispute is below £5000 inc. VAT

Consumer Defence

What is covered

Costs to defend a **Legal Action**, resulting from an **Insured Event**, brought against **You** following a breach of a contract **You** have entered into for selling **Your** own personal goods. 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 covered:

Claims:

- where the amount in dispute is less than £100 plus any local taxes
- involving a vehicle owned by **You** or for which **You** are legally responsible
- in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- relating to a lease tenancy or licence to use property or land

Personal Injury

What is covered

Costs to pursue a **Legal Action**, resulting from an **Insured Event**, following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages being claimed are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You**, or **Your** estate, fail to recover the damages that being claimed in the **Legal Action** in full or in part. If the damages being claimed are below the small claims track limit **Advisers' Costs** will not be covered but **You**, or **Your** estate, can access the **Legal Helpline** for advice on how to take the case further.

What is not covered:

Claims:

- resulting 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 vehicle owned or driven by **You**

Clinical Negligence

What is covered

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

If the **Legal Action** is going to be decided by a court in England or Wales and the damages being claimed are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You**, or **Your** estate, fail to recover the damages that being claimed in the **Legal Action** in full or in part. If the damages being claimed are below the small claims track limit **Advisers' Costs** will not be covered but **You**, or **Your** estate, can access the **Legal Helpline** for advice on how to take the case further.

What is not covered

Claims:

- resulting from the failure or delay to correctly diagnose **Your** condition
- resulting from an allegation of clinical negligence in failing to provide a satisfactory standard of care other than in relation to surgical, medical or clinical procedure
- 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 covered

Standard Advisers' Costs to pursue a **Legal Action**, resulting from an **Insured Event**, 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 as an **Employee** of **Your**:

- **Contract of Employment**; or
- legal rights under employment laws.

What is not covered

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 **Standard 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 covered

Costs to pursue a **Legal Action**, resulting from an **Insured Event**, for nuisance or trespass against the person or organization infringing **Your** legal rights in relation to **Your** main home.

What is not covered

Claims:

- where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- for adverse possession
- in respect of a contract **You** have entered into
- directly or indirectly resulting from planning law
- directly or indirectly resulting from constructing buildings or altering their structure for **Your** use
- directly or indirectly arising from:
 - subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building)
 - heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground)
 - land slip (meaning downward movement of sloping ground)
 - mining or quarrying

Property Damage

What is covered

Costs to pursue a **Legal Action**, resulting from an **Insured Event**, for damages against a person or organisation that causes physical damage to **Your** main home. 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
- in respect of a contract **You** have entered into
- directly or indirectly resulting from planning law
- directly or indirectly resulting from constructing buildings or altering their structure for **Your** use
- directly or indirectly arising from:
 - subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building)
 - heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground)
 - land slip (meaning downward movement of sloping ground)
 - mining or quarrying

Criminal Prosecution Defence

What is covered

Standard 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 covered

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 covered

Standard Advisers' Costs to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of a vehicle. Pleas in mitigation are covered where there is a 51% (or greater) prospect of such a plea materially affecting the likely outcome.

What is not covered

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, or prescription medication where **You** have been advised by a medical professional not to drive.
- for **Standard Advisers' Costs** where **You** are is 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 cannot lead to penalty points on **Your** licence
- for **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order

Tax

What is covered

Standard Advisers' Costs, resulting from an **Insured Event**, incurred by an accountant if **You** are subject to an HM Revenue and Customs Full Enquiry into **Your** personal Income Tax position, provided that the **Insured Event** arises on the date that **You** or **Your Adviser** are contacted, either verbally or in writing, by the relevant department of **HM Revenue & Customs** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or giving notice of intention to investigate.

This cover applies only if **You** have:

- a) maintained proper, complete, truthful and up to date records
- b) made all returns at the due time without having to pay any penalty
- c) provided all information that the HM Revenue and Customs (or its equivalent in the Channel Islands or the Isle of Man) requires.

What is not covered

Claims:

- Where
 - deliberate misstatements or omissions have been made to the authorities; or
 - income has been under-declared because of false representations or statements by **You**; or
 - **You** are subject to an allegation of fraud
- for **Standard Advisers' Costs** for any amendment after the tax return has initially been submitted to the HM Revenue and Customs (or its equivalent in the Channel Islands or the Isle of Man).
- for enquiries into aspects of **Your** Tax Return (Aspect Enquiries).

School Admission Disputes

What is covered

Standard Advisers' Costs in a **Legal Action**, resulting from an **Insured Event**, 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 covered:

Claims:

- arising where examinations or other selection criteria are part of the acceptance process
- 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

Probate

What is covered

Costs to pursue legal proceedings, resulting from an **Insured Event**, in the **Territorial Limits** by **You** in respect of a probate dispute involving the will of **Your** deceased parents or 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 covered

Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.

Personal Identity Fraud

What is covered

Costs to pursue actions in the **Territorial Limits** relating to a single act, or the start of a series of single acts, against **You** by one person or a group of people:

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

What is not covered

Claims:

- where **You** have not been the victim of **Identity Fraud**
- where **You** did not take action to protect **Yourself** from further instances of **Identity Fraud** following an **Insured Event**
- where the **Identity Fraud** has been carried out by somebody who is living with or has lived with **You**
- for **Costs** resulting 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.

You must agree to be added to the CIFAS Protection Register if **We** recommend it.

Discrimination

What is covered

Standard 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 51% or greater chance of successfully defending the **Legal Action** at all times.

Data Protection

Channel Insurance Brokers

What is covered

Costs to defend a **Legal Action**, resulting from an **Insured Event** arising from **Your** work as an **Employee** which results in civil legal proceedings being brought against **You** under **Data Protection Legislation**.

Jury Service

What is covered:

Payment will be made where **You** need to attend jury service arising during the **Period of Insurance**. At the end of the period of jury service, **You** can submit a claim for:

- a **Daily Rate** for each whole day of attendance for the duration **You** are off work attending jury service, providing these costs are not recoverable from **Your** employer or the court.
- 50% of the **Daily Rate** for each additional half day **You** are off work attending jury service providing these costs are not recoverable from **Your** employer or the court.

General Exclusions

1. There is no cover where:

- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- an estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- **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
- **Your** insurers refuse to accept this insurance policy as valid or refuse indemnity.

2. There is no cover for:

- claims over loss or damage where that loss or damage is insured under any other insurance
- claims made by, or against, **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- any claim **You** make which is false or fraudulent or exaggerated
- defending **Legal Actions** resulting from anything **You** did deliberately or recklessly
- **Costs** if **Your** claim is part of a group claim 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:

- a dispute between **You** and someone **You** live with or have lived with
- **Your** business trade or profession other than as an **Employee**
- an application for a judicial review
- defending or pursuing new areas of law or test cases

4. Sanction Limitation and Exclusion Clause

The **Insurer** will not cover or be liable to pay any claim or provide any benefit under this section of **Your** insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

6. **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. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and, in any event, within 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** might investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent (which **You** will not unreasonably withhold) **We** might reach a settlement of the legal proceedings.
- c) Please note that **You** must supply, at **Your** own expense, all of the information which **We** need to decide whether a claim might be accepted. Where it is necessary to start court proceedings 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 chosen 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 which are 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 give such information if **We** need it.
 - 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 cover under this insurance will be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) send in bills for assessment or certification by the appropriate body if asked for by **Us**.
 - vi) attempt recovery of costs from third parties.

- e) In the event of a dispute arising as to **Advisers' Costs** **We** may need **You** to change **Adviser**.
- f) The **Insurer** will only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** will supply all information asked for by the **Adviser** and **Us**.
- h) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to give **Us** all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** might, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** might 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

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. 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** might, where we both 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 Law Society might be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5. Fraud

In the event of fraud, the **Insurer**:

- a) Will not be liable to pay the fraudulent claim
- b) Might recover any sums paid to **You** in respect of the fraudulent claim
- c) Might cancel this policy with effect from the fraudulent act and keep all premiums paid
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

6. Other Insurances

If any claim covered under this insurance is also covered by another legal expenses policy, or would have been covered if this policy did not exist, the **Insurer** will only pay its share of the claim even if the other insurer refuses the claim.

7. Cancellation

Your right to cancel:

You can cancel this insurance at any time telling **Your** insurance adviser and giving 14 days written notice. If **You** do this within 14 days of taking out this insurance, **You** will get a refund of premium if **You** have not already made a claim under the insurance. If **You** cancel at any time after the first 14 days, **You** will get a refund of premium for the remaining term of this insurance if **You** have not made, and do not intend to make, a claim

The **Insurer's** right to cancel

The **Insurer** can cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address given by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **You** have not made, and do not intend to make, a claim

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

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

8. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change gives a benefit which did not previously exist.

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**.

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 send in a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline might be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** must tell **Us** straight away of any potential claim or circumstances which might lead to **You** making a claim. If **You** are not sure whether to tell us or not, it's best to call the **Legal Helpline**. Please note that any avoidable delay in notifying any claim might result in a claim being declined.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

1. Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, AmTrust Europe Ltd is the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at www.amtrusteurope.com or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to give **You** information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaux, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed,

(stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **us** to use **Your** information for marketing. **You** can also ask **Us** to give **You** the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **your** information (although there are some things **we** cannot delete). **You** can also ask **us** to give **your** information to someone else involved in **your** insurance. If **you** think **we** did something wrong with **your** information, **you** can complain to the local data protection authority.

We will not keep **your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer. **You** can find their contact details on **our** website (www.amtrusteurope.com).

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Tel 01206 615 000

[Email: customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: complaint.info@financial-ombudsman.org.uk

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. After eight weeks, if **You** are unhappy with the delay, **You** can refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Compensation

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If **it** fails to carry out its responsibilities under this policy, **You** might be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

This policy is administered by Arc Legal Assistance Ltd who are 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: 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.