

# Family Legal Expenses Insurance

## Insurance Product Information Document

**Company:** Arranged and administered by Arc Legal Assistance Ltd (305958) and underwritten by AmTrust Europe Ltd (202189). All are registered in the UK and authorised and regulated by the Financial Conduct Authority.

**Product:** Family Legal Protection

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of insurance?

Family Legal Protection provides insurance to cover up to:

- £1,000 for claims under the Jury Service section of cover;
- £5,000 for claims under the School Admission Disputes and Personal Identity Fraud sections of cover;
- £25,000 for claims under the Probate section of cover; and
- £75,000 for claims under any other section of cover

For advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



### What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Consumer Pursuit:** To pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling your own personal goods.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Clinical Negligence:** To pursue a legal action for damages following clinical negligence resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Disputes:** 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 as an employee of your contract of employment or legal rights under employment laws.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to your main home or your personal effects.
- ✓ **Property Sale and Purchase:** To pursue or defend a legal action arising from a breach of a contract for the sale or purchase of your main home.
- ✓ **Tax:** Accountancy fees if you are subject to an HM Revenue and Customs Full Enquiry into your personal income tax position.
- ✓ **School Admission Disputes:** Costs to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to your child or children being refused entry at the state school of your choice.
- ✓ **Probate:** To pursue legal proceedings within the territorial limits 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 named beneficiary, or as a member of a class of beneficiaries with an immediate interest.

- ✓ **Personal Identity Fraud:** Costs arising from identity fraud:
  - 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.
  - 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 organisations on your behalf to advise that you have been the victim of identity fraud.
- ✓ **Legal Defence:** To defend your legal rights:
  - Arising out of your work as an employee.
  - Arising out of a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body.
- ✓ **Jury Service:** The loss of your normal income if you're off work while attending Jury Service.
- ✓ **Social Media Defamation:** Following defamatory comments made about you through a social media website, advisers' costs to write one letter to the provider of the social media website requesting that the comments are removed. Where the authors' identity of the defamatory is known, you are covered for advisers' to write one letter to the author requesting that the comments are removed from the social media website.



## What is not insured?

The policy does not provide cover for:

- ✗ Pre-Inception Incidents:** We won't cover events that started before the policy began.
- ✗ Prospects of Success:** We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- ✗ Minimum Amount in Dispute:** We won't cover claims for consumer pursuit, consumer defence or property sale and purchase if the amount in dispute is less than £250 (plus vat). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ Conflicts:** We will not cover any claims relating to disputes with anyone you live with or have lived with; nor any costs covered by another insurance policy.
- ✗ Approved Costs:** We will not cover any 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.



## Are there any restrictions on cover?

- ! Qualifying Period:** There is a 90 day qualifying period for claims for employment disputes, and a 180 day qualifying period for claims for property infringement. We will not cover any incidents arising within this time.
- ! Your Own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



## Where am I covered?

- ✓** Claims which arise, or where proceedings are brought in The United Kingdom, the Channel Islands and the Isle of Man.



## What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured event and within no more than 180 days of you becoming aware of the insured event, or 45 days for claims relating to identity fraud.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



## When and how do I pay?

You should make payment to your broker, this may be by making a one-off payment or your broker may be able to arrange credit facilities.



## When does the cover start and end?

This cover lasts for one year, and the dates of the cover are specified in your policy schedule.



## How do I cancel the contract?

If you decide for any reason that this policy does not meet your insurance needs, please return it to your insurance broker within 14 days from the date of purchase or on the day you received your policy documentation. Providing no claims have been made or pending, we will refund you your premium in full.

You may cancel the insurance cover at any time after this by informing your insurance broker, however, you will not be entitled to a refund of the premium.