

FAMILY LEGAL PROTECTION

Family Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advice
- Total Legal - Discounted legal services and online document templates
- Insurance for legal costs for certain types of disputes

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

ASSISTANCE HELPLINE SERVICES

Legal and Tax Helpline

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

Simply telephone **0344 770 1040** and quote “**Rosborough Insurance**”.

For **Our** joint protection telephone calls may be recorded and/or monitored.

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 operates 24 hours a day, seven days a week.

Expert confidential help is at hand through **Our** trained independent counsellors who are 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 **0344 770 1036** and quote “**Rosborough Insurance**”.

TOTAL LEGAL

Your policy provides **You** with the Total Legal package, which aims to address any legal issue **You** might have that is not covered under **Your** Family Legal Protection policy. The package provides the following benefits:

Additional Legal Services

This package aims to help provide a wide range of legal services. Inevitably, with standard legal expenses policies, there are some situations where it is not possible to cover legal costs - in particular those which most people face at some time, but which are, nevertheless, often expensive and sometimes unexpected. Examples include:

- Legal costs arising from the sale or purchase of **Your** home and re-mortgaging
- Divorce and child custody issues
- Wills and probate

To help **You** deal with these, and other matters which may arise, **We** are able to give **You** access to discounted legal services provided by **Us** in partnership with **Our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance may be required.

If **You** would like to make use of the service, please contact the number above for an initial telephone consultation which will be provided free of charge. **Our** panel solicitors will give **You** a quotation for the likely cost of their representation and it will then be **Your** decision whether **You** appoint them to act for **You**.

LEGAL COSTS INSURANCE

If a claim is accepted under this section of **Your** 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** arises. Where it is necessary to start court proceedings, 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.

Your Family Legal Protection covers **Costs** as detailed under the separate sub-sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:

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

This section of **Your** insurance does not provide cover where something **You** do, or fail to do, prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

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

3. Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate 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 the extent of cover may be affected and:

- the **Insurer** may cancel **Your** policy and refuse to pay any claim or
- the **Insurer** may 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 requires **You** to pay more for **Your** insurance.

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

4. Freedom of Choice

Only at the point it may be necessary to start court proceedings do **You** have the right to choose an **Adviser** of **Your** own choice to act for **You**. Should **You** choose to do so, **We** will only pay **Standard Advisers' Costs** up to the amount specified in the **Maximum Amount Payable** definition and may, at **Our** discretion, vary 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 , or (subject to Our agreement) where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You .
Advisers' Costs	Legal or accountancy fees and disbursements incurred 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 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 oral 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 & Customs for the previous tax year		
Data Controller	The party which determines the purpose for, and the manner in which, personal data are, or are to be, processed.	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 is £50,000.
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event .		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.
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment .	Period of Insurance	This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn
Excess	The amount that You must pay towards the cost of any claim as stated below:- Employment Disputes, Property Infringement and Property Damages sections: £250 All other sections £Nil	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, at Our discretion, vary from time to time.
HM Revenue and Customs Full Enquiry	The Excess shall be paid to, and at the request of, the Adviser . An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.	Standard Basis of Assessment	The basis of assessment of costs of litigation where the court will only allow costs which are proportionate to the matters in issue and resolve any doubt which it may have as to whether or not costs were reasonably incurred or reasonable and proportionate in amount in favour of the paying party.
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.	Territorial Limits	Consumer Pursuit, Consumer Defence and Personal Injury: The United Kingdom, the Channel Islands, the Isle of Man, and the European Union All other sections of cover: The United Kingdom, the Channel Islands and the Isle of Man.
Insured Event	The incident (or the start of a transaction, or series of incidents), which may lead to a claim (or claims) being made under the terms of this insurance.	We/Us/Our	Arc Legal Assistance Limited.
Insurer	AmTrust Europe Limited.	You/Your /Yourself	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 a household insurance policy. 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.
Legal Action(s)	<ul style="list-style-type: none"> a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or; b) The defence of criminal prosecutions to do with Your employment, 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 may give rise to a claim under this insurance.		

COVER

Consumer Pursuit

What is covered

Costs to pursue a **Legal Action**, arising 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. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from, or before, the date on which the agreement was made.

What is not covered

Claims:

- where the amount in dispute is below £100 plus VAT for, or related to, professional negligence
- involving a vehicle owned by **You** or for which **You** are legally responsible
- arising from a dispute with any government, public or local authority
- arising from the purchase or sale of **Your** main home
- 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 arising from the sale or performance of products and services offered or provided to **You**
- directly or indirectly arising from planning law
- directly or indirectly arising 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**, arising from an **Insured Event**, brought against **You** following a breach of a contract **You** have entered into for selling **Your** own personal goods. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

What is not covered

Claims:

- where the amount in dispute is below £100 plus VAT
- involving a vehicle owned by **You** or which **You** are legally responsible for
- arising from a dispute with any government, public or local authority
- arising from the sale or purchase of **Your** main home
- relating to a lease tenancy or licence to use property or land

Personal Injury

What is covered

Costs to pursue a **Legal Action**, arising 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:

- 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 caused gradually and not caused by a specific sudden event
- involving a vehicle owned or driven by **You**

Clinical Negligence

What is covered

Costs to pursue a **Legal Action**, arising 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 **You**, or **Your** estate, are claiming 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 are being claimed in the **Legal Action** in full or in part. If the damages **You**, or **Your** estate, are claiming 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:

- 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 caused gradually and not caused by a specific identified act of surgery, clinical or medical procedure

Employment Disputes

What is covered

Standard Advisers' Costs to pursue a **Legal Action**, arising 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 occurred within the first 90 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 90 days leading up to when the breach first occurred
- for a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its 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 settlement agreement
- where the breach 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 any hearing fees and issue fees which **You** may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)

Property Infringement

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**, for nuisance or trespass against the person or organisation 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, 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 arising from planning law
- directly or indirectly arising 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**, arising 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 covered

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 arising from planning law
- directly or indirectly arising 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

Motor Prosecution Defence

What is covered

Standard Advisers' Costs to defend a **Legal Action**, arising from an **Insured Event**, 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 being under control of a vehicle whilst under the influence of alcohol 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 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, arising 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 and
- b) made all returns at the due time without having to pay any penalty and
- c) provided all information that HM Revenue and Customs (or its equivalent in the Channel Islands or Isle of Man) reasonably 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 HM Revenue and Customs
- for enquiries into aspects of **Your** Tax Return (Aspect Enquiries)

Data Protection

What is covered

Costs to pursue a **Legal Action**, arising from an **Insured Event**, against a person or organisation for breach of **Data Protection Legislation** which has resulted in **You** suffering a financial loss.

School Admission Disputes

What is covered

Standard Advisers' Costs, arising from an **Insured Event**, 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.

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, arising from an **Insured Event**, within 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 named 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 within the **Territorial Limits** relating to a single act, or the start of a series of single acts, against **You** by one person or 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 into 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 organisations 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 prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event**
- where the **Identity Fraud** has been carried out by somebody who is living or has lived with **You**
- for **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

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

Legal Defence

What is covered

- **costs** in a **Legal Action**, arising from an **Insured Event**, to defend **Your** legal rights in the following circumstances arising out of **Your** work as an **Employee**:
 - prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
 - in a prosecution brought against **You** in a court of criminal jurisdiction
 - in a civil action brought against **You** as a **Data Controller** for compensation under **Data Protection Legislation**
 - in civil proceedings brought against **You** under legislation for unlawful discrimination

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 being under control of a vehicle whilst under the influence of alcohol or non - prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive
- for **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 cannot lead to penalty points on **Your** licence
- following an allegation of violence or dishonesty
- for **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order

Jury Service

What is covered:

Payment will be made where **You** are required 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.

Discrimination

What is covered:

Advisers' Costs to defend a **Legal Action** following an event arising from **Your** work as an **Employee** which results in civil legal 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.

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 repudiate the insurance policy 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** arising from anything **You** did deliberately or recklessly
 - **costs** if **Your** claim is part of 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** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit 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**
A person who is not a party to contract has no right under the Contracts (Rights of Third Parties) Act 1999 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** may 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** may reach a settlement of the legal proceedings.

- c) Please note that **You** must supply, at **Your** own expense, all of the information which **We** reasonably require to decide whether a claim may 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 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 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 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 cover under this insurance shall be withdrawn 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) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information requested 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 provide **Us** with 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** may, 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** 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

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** may, 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 may 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) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May 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 may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 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 claim against the insurance. If **You** cancel at any time after the first 14 days, **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer's** right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **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 provides 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 submit 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 may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to notify **Us** of any potential claim or circumstances which may give rise to a claim as soon as possible. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**. Please note that any avoidable delay in notifying any claim may 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

Arc Legal Assistance and the **Insurer** are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk and www.amtrusteurope.com

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area (“EEA”). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

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 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** may 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:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
Email: 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

Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this policy, **You** may 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 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: 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.