



ADVANCE

In the event of any claim, advice or assistance you must firstly contact our 24-hour Helpline. The number to ring is
0333 003 2356

Quoting reference 10555/HC05

PLEASE NOTE WE WILL NOT PAY ANY SOLICITORS COSTS UNTIL YOU HAVE CONTACTED US AND WE HAVE AGREED TO PAY YOUR LEGAL COSTS

You, your spouse and children residing with you under the age of 21 are covered for legal expenses up to £100,000 inclusive of VAT and opponent's cost in any one period of insurance to enable you to:

- civil claims relating to your home
- contract of employment claims in an Employment Tribunal
- disputes arising out of the sale, purchase or hire of any personal goods or services, including the sale of your home
- personal injury claims sustained in any accident and in this event medical costs and expenses up to £5,000 inclusive of VAT incurred in the treatment of the injury will be met under this policy.

WHAT ADDITIONAL BENEFITS YOU ARE ENTITLED TO

- **EMERGENCY REPAIRS**
If you need emergency repairs to your home day or night, our Helpline will organize one of our qualified tradespersons to attend the problem with the minimum of delay. The cost of this service may be met by your household insurers. You should check your policy.
- **LEGAL ADVICE ON ANY MATTER**
If you have a legal problem, please ring our Helpline for confidential advice. Our experts are available 24 hours a day, 365 days a year.

POLICY

This is a "Claims Made" policy and only covers claims notified to the **Coverholder** during the **Period of insurance**

In consideration of the **Insured** having paid the premium and upon this policy having been issued by the **Agent We** agree to pay on behalf of the **Insured Medical Costs and Expenses and Legal Costs and Expenses** incurred in respect of any claim made within the **Territorial Limits** and notified to **Us** during the **Period of Insurance** subject to the terms, conditions and exclusions noted herein.

MEANING OF WORDS

1. **AGENT** means the intermediary from whom **You** have purchased this insurance
2. **APPOINTED REPRESENTATIVE** means the solicitor or other appropriately qualified consultant or firm of consultants appointed by **Us** to act for the **Insured** under this policy.
3. **COVERHOLDER** means Arc Legal Assistance Limited who administers this insurance and handles claims under this insurance on **Our** behalf
4. **INSURED, YOU, YOUR** means the person to whom a policy has been issued by the **Agent** in respect of their **Residence**, along with his or her spouse and any children under the age of 21 years normally resident with the **Insured**.
5. **LEGAL COSTS AND EXPENSES** means fees, expenses and other disbursements reasonably and properly incurred by the **Appointed Representative** and the costs of any civil proceedings incurred by a third party for which the **Insured** may be held liable by order or by agreement with **Our** consent as well as those **We** have incurred. These fees, expenses and other disbursements incurred by the **Appointed**

Representative shall be the same as those which would otherwise have been incurred had the **Insured** accepted the nomination of an **Appointed Representative** by **Us**.

6. **LEGAL PROCEEDINGS** means the pursuit with **Our** approval of any civil or arbitration proceedings or appeals arising therefrom, subject to the jurisdiction of the courts within the **Territorial Limits**.
7. **MEDICAL COSTS AND EXPENSES** means fees, expenses and other disbursements solely incurred in the treatment of the **Insured's** medical condition where such condition arises out of personal injury sustained in an accident caused by a third party.
8. **PERIOD OF INSURANCE** means the twelve month period corresponding with the underlying certificate or policy of the buildings and/or contents insurance.
9. **PROSPECTS OF SUCCESS** means the prospects of proving liability including the obtaining of a costs order and recovering monies or other remedy under a judgment.
10. **RESIDENCE** means the **Insured's** permanent place of residence within the United Kingdom used for domestic purposes including any garage and other outbuildings but excluding hedgerows, shrubs fences and walls.
11. **TERRITORIAL LIMITS** means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
12. **WE, OUR, US** means AmTrust Europe Limited, the insurer of this policy

WHAT YOU ARE COVERED FOR

- A. The payment of **Legal Costs and Expenses** in respect of **Legal Proceedings** to pursue:-
 1. Claims arising out of an accident in which the **Insured** sustains personal injury or death.
 2. Civil claims relating to physical damage, nuisance or trespass arising from the **Insured's Residence**.
 3. Contract of employment claims pursued in an Employment Tribunal.
 4. Consumer disputes arising out of the sale, purchase or hire of personal goods or services including the sale of the **Residence**.
- B. The payment of **Medical Costs and Expenses** that are deemed by **Us** to be recoverable from a third party.

SUBJECT TO the cause of action arising within the jurisdiction of a court within the **Territorial Limits**.

LIMIT OF INDEMNITY

- (a) £100,000 inclusive of VAT and opponents costs, in any one **Period of Insurance**, in respect of **Legal Costs and Expenses**.
- (b) £5,000 inclusive of VAT in any one **Period of Insurance**, in respect of **Medical Costs and Expenses**.

WHAT YOU ARE NOT COVERED FOR

We will not pay **Medical Costs and Expenses and Legal Costs and Expenses** on behalf of the **Insured**:-

1. Where the **Prospects of Success** are less than 51%.
2. For any claim, which relates to an incident, dispute or circumstance of which the **Insured** was aware or should have been aware of prior to the **Period of Insurance**.
3. For any claim in respect of goods which have been sold, purchased or hired, or services which have been provided or a sale of the **Residence** before the inception of the **Period of Insurance**.
4. Which relate to the expenses of an expert witness unless prior written approval has been received from **Us**.
5. Which are incurred prior to **Our** written acceptance of the claim.
6. Which arise from the failure to give proper instructions in due time to the **Appointed Representative**.
7. Where any delay by the **Insured** has in **Our** opinion been

- prejudicial to the conduct of the claim.
8. Any claim in respect of any dispute arising from or involving:
 - (a) Ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
 - (c) Riot, civil commotion, war, invasion, acts of foreign enemy, hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government
 9. For any matter in respect of which the **Insured** is, or would but for the existence of this policy be entitled to indemnity under any other policy or certificate of insurance.
 10. Which arise from any deliberate act.
 11. Which the **Insured** may be ordered to pay by a court of criminal jurisdiction.
 12. In respect of any consequence of the failure of any computer system software, programme or process to recognise or respond to, correctly and effectively, any particular date or period of time (continuous or otherwise).
 13. For any claim arising from
 - a. Medical or clinical treatment, advice, assistance or care
 - b. Stress, psychological or emotional injury
 - c. Illness, personal injury or death which is caused gradually or not by a specific event
 14. For any claim arising from disputes between **You** and someone **You** live with or have lived with, or between persons insured under this policy
 15. Which relate to a tax enquiry into any business, trade or profession.

CONDITIONS

1. **Due Observance**
The due observance of and compliance with the terms, provisions and conditions of this policy in so far as they relate to anything to be done or complied with by the **Insured**, shall be conditions precedent to any liability of **Ours**.
2. **Minimising Claims**
The **Insured** shall take all precautions to minimise the cost of any claim or **Legal Proceedings**.
3. **Cancellation**
 - 3.1 This policy has a cooling off period of 14 days from the time **You** receive this information. If **You** do not wish to continue with this insurance, the policy will be regarded as not taken up and cancelled from inception, and **You** will be refunded any monies paid to **Us** in respect of premium provided no claims have been made.
 - 3.2 If the policy is cancelled after the cooling off period any return premium due to **You** will depend on how long this insurance has been in force to be agreed by **You** and **Us** at the time of cancellation, and whether **You** have made a claim.
4. **Alteration**
The **Insured** shall notify **Us** immediately of any alteration in risk, which materially affects this policy. In the event of such alterations **We** reserve the right to apply any specific terms, conditions and exclusions which they deem necessary.
5. **Fraud**
If the Insured makes any request for payment under this policy knowing it to be fraudulent or false in any respect (or in any circumstances where it ought reasonably be known to

be so) or where there is collusion involving the Insured, this policy shall become void and all premiums forfeited.

6. **Communications**
All notices and communications from **Us** or **Our** representatives to the Insured shall be deemed to have been duly sent if sent to the last known address of the Insured or in relation to any claims, the address of the Appointed Representative. All notices and communications from the Insured to **Us** or **Our** representatives shall be deemed to have been duly given if sent to **Us**.
7. **Liquidation or Appointment of Receiver**
If the Insured goes into liquidation or appoints, or has a receiver appointed, **We** shall have the right to withdraw **Our** support of any claim or **Legal Proceedings**.
8. **Law Applying To The Policy**
Unless **We** have agreed otherwise with **You**, English law will apply to this insurance

CLAIMS

1. **Representation**
 - (a) **We** reserve the right through **Our Appointed Representative** to make **Our** own investigations into the case and may attempt to settle the dispute, subject to the agreement of the **Insured**.
 - (b) The **Coverholder** has a panel of solicitors ready to deal with **Your** claim and such solicitors will be appointed to act on **Your** behalf. Upon presentation of a claim, **We** will appoint **Our** preferred firm of solicitors to represent **You**. **You** are not covered for the **Legal Costs and Expenses** of any other legal representative not appointed by **Us** unless court proceedings are already issued or a conflict of interest arises.
 - (c) **You** are free to choose **Your** own qualified solicitor. A request in writing must be made to the **Coverholder** by your chosen solicitor who must sign the **Coverholder's** non-panel solicitor terms and conditions which place a duty on **Your** solicitor to minimise the costs of any claim and/or **Legal Proceedings**. Only once **Your** chosen solicitor has signed our terms and conditions, they will become the **Appointed Representative** subject to the terms and conditions of this policy. An indemnity for **Legal Costs and Expenses** to **Your Appointed Representative** will only commence once **Legal Proceedings** have been issued in a civil court.
 - (d) **You** must not change **Your Appointed Representative** without the **Coverholders'** prior written consent. Such consent shall not be withheld in the event that a conflict of interest arises and shall not be unreasonably withheld in other circumstances.
 - (e) The **Appointed Representative** appointed to act for an **Insured** will be appointed in the name of and on behalf of the **Insured**.

2. Notification of Claims

The **Insured** shall give the **Coverholder** immediate notice in writing of any event or circumstance, which has or may give rise to a claim under this policy. The **Insured** shall complete any forms requested by the **Coverholder** and shall supply all proofs, supporting evidence and other information as **We** require. Such notice must be sent to the **Coverholder**.

IF THE INSURED FAILS TO NOTIFY US OF SUCH AN EVENT OR CIRCUMSTANCE WITHIN 6 MONTHS, ANY CLAIM ARISING FROM SUCH EVENT OR CIRCUMSTANCE MAY NOT BE ACCEPTED.

3. Prospects of Success

If at any time **We** feel that the **Insured's Prospects of Success** are less than 51% or that the interests of the **Insured** can be better served by other means and that on this basis **We** refuse any request

for the support of **Legal Proceedings** and the incurring of any **Legal Costs and Expenses**, then **We** shall so state in writing to the **Insured** outlining the reasons.

4. Control of the Claim

(a) **We** shall have direct access to the **Appointed Representative** at all times and the **Insured** shall co-operate fully with **Us** in all respects and shall keep the **Coverholder** fully and continually informed of all developments. At **Our** request the **Insured** shall instruct the **Appointed Representative** to produce to the **Coverholder** immediately any documents, information or advice in the **Appointed Representative's** possession and shall give the **Appointed Representative** such other instructions in relation to the conduct of the **Insured's** litigation as **We** may properly and reasonably require.

(b) **Legal Costs and Expenses** payable are to be in no way affected by any agreement, undertaking or promise made or given by the **Insured** to the **Appointed Representative** or by either of them to any witness or expert.

(c) The **Insured** shall notify the **Coverholder** immediately of any offer or payment into court made with a view to settlement. If such offer is not accepted by the **Insured** but the eventual outcome of litigation is equally or less favourable to the **Insured** than the offer or payment into court then **We** shall have no liability for any further **Legal Costs and Expenses** from the date of the offer or payment into court. No agreement to settle a claim which will result in payment under this policy can be made by the **Insured** without **Our** written approval.

(d) The **Insured** shall submit to the **Coverholder** all accounts for **Legal Costs and Expenses** payable under this policy immediately on their receipt and where requested by **Us** shall have such accounts taxed or submitted to the Law Society for a remuneration certificate as appropriate.

(e) The **Insured** shall follow the advice of the **Appointed Representative** or **Us** in the handling of the claim in all respects.

(f) If the **Insured** withdraws from the claim or stops or discontinues the **Legal Proceedings** without **Our** agreement, the **Insured** shall be responsible for the payment of all **Legal Costs and Expenses**, which have been incurred before or after the date of the withdrawal of the claim or the discontinuance of the **Legal Proceedings**.

5. Recovery of **Legal Costs and Expenses**

Following an award of costs or damages of any nature, or an agreed settlement in favour of the **Insured**, the **Insured** through the **Appointed Representative**, shall be responsible for the reimbursement of any **Medical Costs and Expenses** and **Legal Costs and Expenses** which **We** have paid or have an obligation to pay under this policy. The **Insured** must use their best endeavours to secure any such award of costs or damages if requested by **Us**.

COMPLAINTS PROCEDURE

We always aim to provide a first class service. However, if **You** have any complaint, please notify the **Coverholder** at: Complaints Department, Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD . Tel: 01206 615000.

The **Coverholder** will contact **You** within five days of receiving your complaint to inform **You** of what action is being taken. The **Coverholder** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks the **Coverholder** will tell **You** when **You** can expect an answer.

If **Your** complaint remains unresolved after eight weeks, **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. They are able to review complaints from "eligible complainants" and further information can be found on their website. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone

number 0800 023 4567 or 0300 123 9 123. Website: www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100

If **You** take any of the action mentioned above it will not affect **Your** right to take legal action

PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Arc Legal Assistance Limited (the Data Controller) 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 **Our** website at www.arclegal.co.uk

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), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

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.

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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 include **Our** group companies, 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.

International Transfers of Data

We may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

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.

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, Arc Legal Assistance - please see website for full address details.

Marketing

We will not use **Your** data for Marketing purposes. All information provided is used to manage **Your** insurance policy only.

Fraudulent Claims

1) If the **Insured Person** makes a fraudulent claim under this insurance contract, **We**:

- a) Are not liable to pay the claim; and
- b) May recover from the **Insured Person** any sums paid by **Us** to the **Insured Person** in respect of the claim; and
- c) May by notice to the **Insured Person** treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If **We** exercise **Our** right under clause (1)(c) above:

- a) **We** will not be liable to the **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

Conditions Precedents

If the **Insured Person** breaches a condition precedent in this insurance contract, **Our** liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the **Insured Person** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.

AmTrust Europe Limited underwrite these policies that Arc Legal Assistance Limited administer on their behalf

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
E-mail:
customerservice@arclegal.co.uk
Web: www.arclegal.co.uk

Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Financial services register number 305958.

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.