



# Family Legal Protection Policy

This cover is provided by Arc Legal Assistance  
and underwritten by AmTrust Europe Limited.

# Your cover

**We** will provide cover for **legal costs** up to £50,000 in connection with any one **insured event** arising from any one cause as long as:

- a) the **insured event** takes place within the **period of insurance** and within the **geographical limits**;
- b) any **legal proceedings** take place within the **geographical limits**;
- c) the **insured event** arises directly from one of the causes listed below;
- d) **you** have told **us** about the claim within 180 days of the **insured event**;
- e) **we** consider **prospects of success** exist for the duration of **your** claim and/or **your** claim is, and continues to be, **proportionate**; and
- f) the other party will be able to pay **your** claim if **your** claim is for damages.
- g) the most **we** will pay in **legal costs** is no more than the amount **we** would have paid to a preferred law firm. This amount is currently £120 per hour (the rate may vary from time to time).

# Definitions

The following definitions apply only to Family Legal Protection cover. For the purposes of this cover, the definitions of "Home", "We, us and our" and "You and Your" replace the equivalent definitions in your policy booklet. Where the following words and expressions appear in bold type in the Family Legal Protection wording they will have the following meanings:

## Data Protection Legislation

The relevant **data protection legislation** in force within the **geographical limits** where this cover applies at the time of the **insured event**.

## Disbursements

Money spent by the **legal representative** on **your** behalf to manage **your** claim. This could include, for example, expert report fees and barrister fees but this doesn't include **your legal representative's** own fees.

## Fraudulent

Deliberately deceitful, dishonest, or untrue.

## Fundamentally dishonest

Dishonesty that goes to the whole or a substantial part of the claim.

## Geographical limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Home

**Your** main private residence and its domestic garages, greenhouses and outbuildings. For the purposes of the Family Legal Protection cover, this also includes the land and boundaries belonging to **your home**.

## Insured event

An event, or the first event in a series of events, for which **we** provide cover under the Family Legal Protection cover. **We** will treat all causes of action, incidents or events related by cause or time as one **insured event**.

## Insurer

AmTrust Europe Limited.

## Legal costs

Reasonable, necessary and **proportionate** legal fees, expenses and **disbursements**:

- a) incurred by **your legal representative** with **our** prior agreement after **we** have accepted **your** claim and which **you** are unable to recover elsewhere; and
- b) incurred by the other party which **we** agree to pay or which **you** are ordered to pay by a court order.

**We** will not pay more than £50,000 in total for any one **insured event**. **We** do not cover any damages, fines or penalties that **you** have to pay.

## Legal proceedings

The pursuit or defence of a civil claim for damages, specific performance or injunction relating to an **insured event**, either by negotiation or by civil court or employment tribunal within the **geographical limits**. This does not include inquests or any proceedings before a tribunal apart from an employment tribunal.

## Legal representative

The solicitors, or other suitably qualified legal experts **we** have appointed to act for **you** in line with condition 3 of the Family Legal Protection cover. The **legal representative** must have appropriate expertise relevant to the type and complexity of **your** claim.

## Period of insurance

The **period of insurance** declared to and accepted by **us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance 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.

# Definitions (continued)

## Proportionate

Whether it is economical to pursue or defend **your** claim based on the value and complexity of the case and the legal remedy **you** are seeking. A claim is unlikely to be **proportionate** where an estimate of the **legal costs** is either:

- a) greater than the realistic value of **your** claim or the likely benefit to **you** of **your** claim or any legal remedy **you** wish to pursue with **our** agreement; or
- b) greater than the amount of compensation **you** are likely to be awarded by a Court or employment tribunal.

## Prospects of Success

A 51% or better chance that **you** will succeed with **your** claim and recover damages, obtain another legal remedy **we** have agreed to **you** seeking, make a successful defence or make a successful appeal or defence of an appeal. **We**, or a **legal representative** appointed by **us**, will assess whether there are **prospects of success** and will continue to assess **prospects of success** throughout **your** claim.

## We, us and our

Arc Legal Assistance Limited, who manage all claims under the Family Legal Protection cover.

## You and your

The person or people named as the policyholder in **your** policy schedule, and their spouse or partner and any other relative permanently living with them.

# How it works

When **you** first tell **us** about an event **we** will determine whether the event is an **insured event** and if so, ask **you** to provide as much information as possible to allow **us** to assess whether **your** claim in respect of the **insured event** has **prospects of success** and is **proportionate**.

In some cases **you** may need to provide expert reports that support **your** claim at **your** own expense to enable **us** to complete **our** assessment. If there is a dispute about whether **prospects of success** exist and/or whether **your** claim is **proportionate** then **you** will be asked to provide a legal opinion at **your** own expense confirming that **your** claim does have **prospects of success** and/or whether **your** claim is **proportionate**. If **we** still disagree then **we** will arrange to get a final opinion from an independent barrister.

If **we** accept **your** claim **we** will arrange to appoint a **legal representative** to handle **your** case. **We** do not cover any fees, costs or expenses that **you** incur before **we** have accepted **your** claim. If it becomes necessary to issue **legal proceedings** to take **your** case forward, or if there is a conflict of interest, then **you** are entitled to choose **your own legal representative** at that point. **We** would need to be satisfied that they are suitably qualified and experienced in the relevant legal area to handle **your** case and they would need to agree to **our** standard terms of appointment.

**We** will continue to assess **prospects of success** throughout **your** claim and/or whether **your** claim remains **proportionate**. If at any point **your** claim no longer has **prospects of success** and/or is not **proportionate**, then **we** may withdraw cover for further **legal costs**.

Please read the Family Legal Protection exclusions and conditions below together with the general exclusions and conditions in **your** policy for full details. Even if **we** can't accept **your** claim, **we** might still be able to give **you** some advice through **our** personal legal advice helpline.

## Personal legal advice helpline

**Call 0344 736 4104**

Lines are open 24 hours a day, seven days a week. Calls may be monitored or recorded for security and training purposes.

# Insured events

## 1. Personal injury

What <b>we</b> cover	What <b>we</b> don't
<p><b>We</b> will cover <b>legal costs</b> to pursue a claim arising from a specific or sudden accident causing <b>your</b> death or bodily injury.</p>	<p><b>We</b> will not cover any claim:</p> <ul style="list-style-type: none"><li>a) for <b>your</b> death or bodily injury which develops gradually or is not caused by a specific or sudden accident;</li><li>b) caused by any illness or disease or any naturally occurring condition or degenerative process;</li><li>c) for stress, psychological, psychiatric or emotional injury unless it arises from the bodily injury suffered by <b>you</b></li><li>d) caused by an assault or another act of violence;</li><li>e) involving a motor vehicle owned or driven by <b>you</b>, unless <b>you</b> are only a passenger; or</li><li>f) arising from medical or clinical treatment, advice, assistance or care.</li></ul>

## 2. Medical negligence

What <b>we</b> cover	What <b>we</b> don't
<p><b>We</b> will cover <b>legal costs</b> to pursue <b>your</b> legal rights where it is alleged that <b>your</b> accidental death or bodily injury has resulted from medical negligence.</p>	<p><b>We</b> will not cover any claim:</p> <ul style="list-style-type: none"><li>a) for <b>your</b> death or bodily injury caused by an assault or another act of violence; or</li><li>b) for stress, psychological, psychiatric or emotional injury unless it arises from the bodily injury suffered by <b>you</b>.</li></ul>

## 3. Employment

What <b>we</b> cover	What <b>we</b> don't
<p><b>We</b> will cover <b>legal costs</b> for pursuing a claim arising from a dispute with <b>your</b> employer under <b>your</b> contract of employment.</p> <p><b>You</b> must tell <b>us</b> as soon as <b>you</b> think <b>you</b> may have a claim as Employment Tribunal claims are subject to strict time limits and most claims need to be notified to the Tribunal within 3 months less 1 day of the <b>insured event</b>.</p>	<p><b>We</b> will not cover any claim:</p> <ul style="list-style-type: none"><li>a) where the dispute happens within the first 120 days after the insurance under the Family Legal Protection cover started;</li><li>b) involving an employer's grievance procedures or disciplinary hearings; or</li><li>c) just for personal injury</li></ul>

# Insured events (continued)

## 4. Contract disputes

What we cover	What we don't
<p>a) <b>We</b> will cover <b>legal costs</b> to pursue a claim as a result of a dispute arising from a contractual agreement or alleged contractual agreement <b>you</b> have entered into for buying or hiring any goods or services for <b>your</b> personal use, or selling personal goods.</p> <p>b) <b>We</b> will cover <b>legal costs</b> to defend a claim as a result of a dispute arising from a contractual agreement or alleged contractual agreement <b>you</b> have entered into for buying or hiring any goods or services for <b>your</b> personal use, or selling personal goods.</p>	<p><b>We</b> will not cover any claim relating to:</p> <p>a) <b>your</b> trade, business, profession or any activity for profit;</p> <p>b) any contractual agreement for financial services such as an insurance policy, pension, mortgage, loan, investment or borrowing; or</p> <p>c) building or construction work on any land or the design, extension, renovation, alteration or demolition of any building (this does not apply to <b>home</b> improvements which do not involve any structural work, such as a replacement kitchen or bathroom or installing double glazing).</p>

The contractual agreement (or alleged contractual agreement) must have been made or renewed after the insurance under the Family Legal Protection cover started.

## 5. Your home and personal property

What we cover	What we don't
<p><b>We</b> will cover <b>legal costs</b> for pursuing a claim relating to:</p> <p>a) a breach of an agreement for the sale or purchase of <b>your home</b> but not claims involving misrepresentation;</p> <p>b) an <b>insured event</b> which causes, or is likely to cause, physical damage to <b>your home</b> or property <b>you</b> own or for which <b>you</b> have a legal responsibility;</p> <p>c) nuisance (unlawful interference with <b>your</b> use, enjoyment or rights over <b>your home</b>); or</p> <p>d) trespass to <b>your home</b>.</p> <p><b>We</b> will also cover <b>legal costs</b> for defending such a claim where:</p> <p>i) <b>you</b> have a counter claim regarding the same subject matter; and</p> <p>ii) <b>you</b> only need to defend the claim because the other party issued first.</p>	<p><b>We</b> will not cover any claim relating to:</p> <p>a) any agreement for financial services such as an insurance policy, pension, mortgage, loan, investment or borrowing;</p> <p>b) any building or land other than <b>your home</b>; or</p> <p>c) building or construction work on any land or the design, extension, renovation, alteration or demolition of any building (this does not apply to <b>home</b> improvements which do not involve any structural work, such as a replacement kitchen or bathroom or installing double glazing);</p> <p>d) the first £250 of <b>legal costs</b> for pursuing or defending a claim for nuisance or trespass under 5(c) and/or 5(d) opposite.</p>

# Insured events (continued)

## 6. Jury service

What <b>we</b> cover	What <b>we</b> don't
<p>If <b>you</b> have to take time off work to attend jury service then after the first 5 days of jury service <b>we</b> will make a daily payment for each full day <b>you</b> are off work. The daily payment will be an amount equal to 1/250th of either of the following:</p> <ul style="list-style-type: none"><li>a) If <b>you</b> are employed, the average of the amount shown on <b>your</b> payslips from your employer during the last 12 months (excluding bonus payments and overtime); or</li><li>b) If <b>you</b> are self-employed, the monthly average of the income <b>you</b> declared to HM Revenue &amp; Customs for the previous tax year.</li><li>c) If <b>you</b> are employed on a part time basis, a proportionate payment based on the number of days <b>you</b> normally work will be made.</li></ul>	<ul style="list-style-type: none"><li>a) <b>We</b> will not cover any claim for the first 5 days of jury service;</li><li>b) <b>We</b> will reduce the payment by any amount <b>you</b> are entitled to claim from the court, tribunal or <b>your</b> employer, whether or not <b>you</b> recover that amount.</li></ul>



# General exclusions

The following exclusions only apply to the Family Legal Protection cover and are in addition to everything listed in the 'your cover' section above under the heading 'What is not covered'

We will not pay for:

1. Fees, expenses, costs and **disbursements** relating to the period before **we** have accepted **your** claim.
2. Any claim which **we** consider does not have **prospects of success** at any time during the claim or, if **your** claim is for damages, where **we** consider that the other party is unlikely to be able to pay a substantial part of any compensation agreed or awarded to **you**.
3. Any claim which **we** consider is not **proportionate**.
4. Any appeal unless:
  - a) **we** provided cover for the original claim; and
  - b) the appeal is **proportionate** and has **prospects of success**; and
  - c) **you** tell **us** in writing that **you** want to appeal at least 10 working days before the deadline for the appeal and **we** give **our** written approval.
5. Further **legal costs** if, against **our** advice or the advice of **your legal representative**, **you** do not accept a reasonable offer to settle **your** claim, unless **we** have given **you** written permission to continue with **your** claim.
6. Any claim **we** are told about more than 180 days after **you** knew or should have known about the **insured event**, unless the delay does not result in any material prejudice to **our** position.
7. The pursuit or defence of any claim made against or brought by **us**, the **legal representative**, the **insurer**, the Co-Op.
8. Any claim for an **insured event** which happens before the insurance under the Family Legal Protection cover started.
9. **We** do not cover any claim relating to or involving:
  - a) a dispute between **you** and anybody else insured under this Family Legal Protection cover.
  - b) the settlement payable under an insurance policy;
  - c) any dishonesty or violence by **you** or any deliberate or criminal act or failure to act by **you**;
  - d) an incident **you** deliberately bring about;
  - e) subsidence, mining or quarrying;
  - f) patents, copyrights, trademarks, merchandise marks, registered designs, intellectual or artistic property, secrecy and confidentiality agreements;
  - g) libel or slander;
  - h) divorce, matrimonial matters, cohabitation, custody, access, maintenance or affiliation;
  - i) a dispute between a landlord and tenant;
  - j) a dispute with a local authority about rateable values;
  - k) any work by or under the order of any government or public or local authority, unless the claim is for accidental physical damage;
  - l) travelling expenses, subsistence allowances or compensation for being off work;
  - m) judicial review; or
  - n) class actions (a group of people who are all making the same claim), or claims that are likely to become part of a class action.
  - o) defending or pursuing new areas of law or test cases (where a court considers a dispute which has never been decided before).

# General conditions

## 1. Reporting your claim

- a) **You** must tell **us** about any claim in writing as soon as possible and within 180 days of the **insured event**.
- b) **You** must provide at **your** own cost any information, evidence or expert reports **we** need to assess whether **your** claim has **prospects of success** and is **proportionate**.
- c) In medical negligence claims, **we** may ask **you** to make a formal NHS complaint and to have received a response before **we** can assess whether **your** claim has **prospects of success** and is **proportionate**.

## 2. Prospects of success and proportionality

- a) **We** will assess whether **your** claim has **prospects of success** and / or is **proportionate** before **we** can confirm cover.
- b) If **we** decide that **your** claim does not have **prospects of success** and/or is not **proportionate** and **you** get a legal opinion, at **your** own expense, that says **your** claim does have **prospects of success** and/ or is **proportionate** then **we** will arrange to get a final opinion from an independent barrister.
- c) **We** will continue to assess whether **prospects of success** exist and whether **your** claim remains **proportionate** throughout **your** claim. If at any time **we** consider **your** claim no longer has **prospects of success** and/or is no longer **proportionate** **we** may withdraw further cover for **legal costs**.

## 3. Appointing a legal representative

- a) If **we** accept **your** claim **we** will appoint a **legal representative** to try and settle **your** claim without going to court.
- b) You are free to choose a **legal representative** (by sending **us** a suitably experienced and qualified person's name and address) if:
  - i) **We** agree that negotiations have failed and it is reasonable, necessary and **proportionate** to issue **legal proceedings** to move **your** claim forward; or
  - ii) There is a conflict of interest.

- c) **We** may choose not to accept **your** choice in a medical negligence claim if the **legal representative** is not a panel member of either Action Against Medical Accidents or the Law Society Clinical Negligence Panel. If there is a disagreement over the choice of the **legal representative** in these circumstances, **you** may choose an alternative suitable **legal representative**.
- d) The **legal representative** must represent **you** according to **our** standard terms of appointment (a copy is available on request).
- e) If **we** accept **your** choice of **legal representative** and **we** have agreed to cover **your legal costs**, the most **we** will pay in **legal costs** is no more than the amount **we** would have paid to a preferred law firm. The amount **we** will pay a law firm (where acting as a **legal representative**) is currently £120 per hour. The rate may vary from time to time. In the event of a claim, **you** will be responsible for any **legal costs** that fall outside the rate of £120 per hour or outside such rate as has been agreed.

## 4. Your responsibilities

- a) If **you** do not keep to the following, **we** may withdraw **our** agreement to cover any **legal costs** and **we** may ask **you** to refund any **legal costs** already incurred:
- b) **You** must co-operate at all times in filling in any necessary documents or providing information **we** or the **legal representative** may ask for;
- c) **You** must take all reasonable steps to recover the **legal costs** **we** have paid or agreed to pay and **you** must pay **us** any amounts that are recovered;
- d) **You** must take all reasonable steps to keep **your legal costs** as low as possible;
- e) **You** must tell **us** about any offer to settle **your** claim before the period for accepting it expires;
- f) **You** must give suitable instructions in reasonable time to **us** or the **legal representative** and avoid unreasonable delay which may negatively affect **your** claim or **our** position in relation to **your** claim.

# General conditions (continued)

- g) **You** must not take any action which may negatively affect **your** claim or **our** position in relation to **your** claim;
- h) **You** must not withdraw from the **legal proceedings** or withdraw instructions from the **legal representative** without **our** written permission;
- i) **You** must not pursue **your** claim in a way which differs from that advised by the **legal representative**;
- j) **You** must not agree **legal costs** for any expert witness without **our** written permission;
- k) **You** and **your legal representative** must comply with **our** standard terms of appointment (a copy of which is available on request).

## 5. What we can do

- a) **We** can negotiate any claim on **your** behalf;
- b) throughout **your** claim **we** will have the right of direct access to the **legal representative**;
- c) **We** may take over and conduct the claim and may, subject to **your** interest, settle the claim in **your** name;
- d) **We** may request a copy of **your** file at any time from **your legal representative** to be sent to **us** at their expense;
- e) **We** may pay **you** the estimated value of **your** claim instead of starting or continuing **legal proceedings**. Any payment will be in full and final settlement of **your** claim;
- f) **We** will send all written communications from **us** to the last address **we** have on file for **you**.
- g) **We** may refuse to pay all or any part of **your legal costs** if:
  - i) **your** claim is discontinued as a result of **your fraudulent** or **fundamentally dishonest** conduct; or
  - ii) **your** claim is wholly or partially unsuccessful at court or employment tribunal as a result of **your fraudulent** or **fundamentally dishonest** conduct.

## 6. Withdrawal of our assistance

If the **legal representative** refuses to continue to act for **you** with good reason or if **you** dismiss the **legal representative** without good reason, the cover **we** provide will end at once and **we** will be entitled to reclaim from **you** any **legal costs we** have paid, unless **we** agree to appoint another **legal representative**.

## 7. Costs

**You** must forward any bills or invoices for **legal costs** as soon as they are received and, **you** must have the **legal costs** assessed by the appropriate court if **we** ask. In the event of a dispute between **us** and **your legal representative** over the amount of **legal costs** payable, this will be resolved in accordance with the procedure contained within **our** standard terms of appointment (available on request)

# 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 on 0344 736 4104.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer 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.

## Privacy and data protection notice

### 1. Data Protection

Arc Legal Assistance 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](http://www.arclegal.co.uk)

### 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** Privacy Statement, which is available to view on the website address detailed above.

### 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. 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.

### 6. 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, 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  
Tel: 08000 234 567  
Email: complaint.info@financial-ombudsman.org.uk

# Compensation

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** fail to carry out **our** 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](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100.

# Authorisation

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

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