

# Co-Op Home Insurance Policy

## Insurance Product Information Document

Company: Amtrust Europe Limited, authorised and regulated by the FCA (no. 202189) Product: Family Legal Protection

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

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

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.

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

### What is this type of insurance?

Family Legal Protection provides insurance to cover up to £50,000 for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



#### What is insured?

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

- ✓ **Personal Injury:** To pursue a claim arising from a specific or sudden accident causing your death or bodily injury.
- ✓ **Medical Negligence:** To pursue your legal rights where it is alleged that your accidental death or bodily injury has resulted from medical negligence.
- ✓ **Employment:** To pursue a claim arising from a dispute with your employer under your contract of employment.
- ✓ **Contract Disputes:** To pursue or defend a claim as a result of a dispute arising from a contractual agreement or alleged contractual agreement you have entered into for buying or hiring any goods or services for your personal use, or selling personal goods.
- ✓ **Your Home and Personal Property:**  
To pursue a claim relating to:
  - Breach of an agreement for the sale or purchase of your home but not claims involving misrepresentation;
  - An insured event which causes, or is likely to cause physical damage to your home, or property you own for which you have a legal responsibility;
  - Nuisance; or
  - Trespass to your home.To defend a claim where:
  - You have a counter claim regarding the same subject matter; and
  - You only need to defend the claim because the other party issued first.
- ✓ **Jury Service:** If you have to take time off work to attend jury service, then after the first 5 days of jury service, we will make a daily payment for each full day you are off work.



#### What is not insured?

The policy does not provide cover for:

- ✗ **Pre-Inception Incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of Success:** We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- ✗ **Proportionality:** We won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone you live with or have lived with; nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



#### Are there any restrictions on cover?

- ! **Excess:** You are responsible for the first £250 of any claim under the nuisance or trespass part of the Your Home and Personal Property section of cover.
- ! **Qualifying Period:** There is a 120 day qualifying period for claims for Employment. We will not cover any incidents arising within this time.
- ! **Your Own Advisers' Costs:** If we accept your choice of legal representative, the most we will pay in legal costs is no more than the amount we would have paid to a preferred law firm (the rate is currently £120 per hour, and may vary from time to time).
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



#### Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.



#### What are my obligations?

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



#### When and how do I pay?

You can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



#### When does the cover start and end?

Length of cover is outlined in your Policy Schedule. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date. We will contact you before your renewal date and before taking payment to confirm your renewal terms.



#### How do I cancel the policy?

You can cancel the policy at any time by calling or writing to **Customer Services**.

More information about your cancellation rights, applicable administration charges and the reasons we can cancel the policy are included with your policy documents.