

# Your Family Legal Expenses Insurance

## Insurance Product Information Document

**Company:** ARC Legal Assistance Ltd

**Product:** First2Protect Your Family Legal Expenses

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

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

### What is this type of insurance?

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



#### What is insured?

We'll cover a legal adviser's costs to help you pursue or defend a claim in the following situations (up to £50,000):

- ✓ **Consumer Pursuit:** To pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling your own personal goods.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Clinical Negligence:** To pursue a legal action for damages following clinical negligence in an identified act of surgery, clinical or medical procedure, resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Disputes:** To pursue a legal action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an employee of your contract of employment or legal rights under employment laws.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to your main home.
- ✓ **Property Sale and Purchase:** To pursue or defend a legal action arising from a breach of a contract for the sale or purchase of your home.
- ✓ **Tax:** Accountancy fees as a result of an HM Revenue and Customs Full Enquiry into your personal income tax position.
- ✓ **Personal Identity Fraud:** Costs arising from identity fraud:
  - To defend your legal rights and/or take steps to remove County Court Judgments against you that have been obtained by an organisation that you are alleged to have purchased, hired or leased goods or services from.



#### 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 not prospects of success. This is where the likelihood of winning is less than 50%.
- ✗ **Minimum amount in dispute:** We won't cover claims for Consumer Pursuit or Consumer Defence if the amount in dispute is less than £125. We won't cover claims for Property Damage if the amount in dispute is less than £100, or claims for Property Sale and Purchase if the amount in dispute is less than £250 (plus VAT). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone you live with or have lived with; nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



#### Are there any restrictions on cover?

- ! **Excess:** You are responsible for the first £250 of any claim under the Property Infringement section of cover.
- ! **Qualifying period:** There is 90 day qualifying period for claims for Employment; we will not cover any incidents arising within this time.
- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.

- 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.

- ✓ **Jury Service:** The loss of your normal income if you're off work while attending Jury Service.
- ✓ **Social Media Defamation:** Following defamatory comments made about you through a social media website, advisers' costs to write one letter to the provider of the social media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, you are also covered for advisers' costs to write one letter to the author requesting that the comments are removed from the social media website.



### Where am I covered?

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



### What are my obligations?

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



### When and how do I pay?

You 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?

The contract is for a duration of one year and will start on policy commencement date and will end one year later, as stated in your policy schedule



### How do I cancel the policy?

To cancel, call us on 01392 849750, e-mail us at [customerservice@first2protect.co.uk](mailto:customerservice@first2protect.co.uk) or write to us as Customer Services, 2<sup>nd</sup> Floor, The Forum, Barnfield Road, Exeter, EX1 1QR

Within 14 days – you are entitled to a full refund of premiums paid and no cancellation fee will be charged.

Outside of 14 days – You may cancel after 14 days but there will be no refund of premium and the premium will remain payable

There is no refund of premiums if a claim has been made.

Please refer to your policy wording for full cancellation details.