



**Your Family
Legal Expenses
Policy Wording**

Your Family Legal Expenses

Contents

2-3	Introduction <ul style="list-style-type: none">- Assistance Helpline Services- Total Legal
3-4	Policy Wording <ul style="list-style-type: none">- Terms of Cover- The Meaning of Words
4-8	Cover <ul style="list-style-type: none">- Consumer Pursuit- Consumer Defence- Personal Injury- Clinical Negligence- Employment Disputes- Property Infringement- Property Damage- Property Sale and Purchase- Tax- Personal Identity Fraud- Jury Service- Social Media Defamation
8	General Exclusions
8-10	Conditions
10	Customer Service Information <ul style="list-style-type: none">- How to Make a Claim

First2protect - Your Family Legal Expenses Insurance

Your Family Legal Expenses Insurance provides:

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

Assistance Helpline Services

Legal and Tax Helpline

Use the 24 hour advisory service for telephone advice on any private legal or tax problem of concern to **You** or any member of **Your** household.

Simply telephone 0344 701 3954 and quote “first2protect - Family Legal Expenses Insurance”.

Telephone calls may be recorded to meet our regulatory obligations and for training and monitoring purposes.

Lifestyle Counselling Helpline and Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **You** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

Health and Medical Information Service

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

To access the Counselling Helpline or Health and Medical Information service, simply telephone 0344 770 1036 and quote “first2protect - Family Legal Expenses Insurance”. This helpline is open 24 hours a day, seven days a week.

You can access the Online Support Service by visiting www.arcllegal.co.uk/carefirst where **You** will be required to enter the username 10209 and password F2PFLEI.

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

In this package **Our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal **Costs** in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Legal **Costs** arising from the sale or purchase of the 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 is likely to 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 at no cost to **You**. **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**.

Arcl Legal Document Service

As an addition to **Your** Legal Expenses cover, **You** have access to **Our** Legal Document Service.

This will provide **You** with:

- Access to a range of legal document templates.
- A step by step walkthrough to assist **You** in completing the documents.

The service can be accessed by visiting www.arclegal.co.uk/legaldocuments where **You** can register **Your** details using the voucher code: F2PFLEI.

Policy Wording

Terms of Cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Amtrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this 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.

The insurance covers **Costs** as detailed under the separate 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 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**.

The Meaning of Words

Where the following words appear in bold they have these special meanings. The definitions contained here should be read in conjunction with those that apply to the whole policy. For the purposes of this section of the policy, if a term is defined in this section and elsewhere in the policy, the definition in this section will be used.

Adviser **Our** specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and 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.

Costs **Standard Advisers' Costs** and **Adverse Costs**.

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 own fees.

Conflict of Interest Situations where **We** administer and/or arrange legal expenses 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 whether express or implied, and (if it is express) whether oral or in writing.

Daily Rate An amount equal to 1/250th of either of the following:

- 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
- If **You** are self-employed, the monthly average of the income **You** declared to the HM Revenue & Customs for the previous tax year.

Data Protection Laws Applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 1988 and any replacement to it (and from 25th May, The GDPR), together with guidance and codes of practice issued from time to time by relevant supervisory authorities.

Disclosure Breach Disclosing false information or failing to disclose relevant

	information in the process of entering into this insurance contract.		In a claim arising from jury service the Insured Event arises at the end of the period of jury service, at which point You can submit a claim.
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment .	Insurer	AmTrust Europe Limited.
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data including where appropriate any local implementing laws as updated from time to time.	Legal Action(s)	The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance.
HM Revenue and Customs Full Enquiry	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.	Maximum Amount Payable	The maximum payable in respect of an Insured Event is £50,000
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.	Period of Insurance	As shown on the accompanying cover letter.
Insured Event	<p>The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Event shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.</p> <p>In a claim arising from Identity Fraud the Insured Event is a single act or the start of a series of single acts against You by one person or group of people.</p> <p>In accountancy matters the Insured Event arises on the date that You or Your Adviser are contacted either verbally or in writing, by the relevant department of HMRC advising You of either dissatisfaction with Your returns, or amounts paid, or notice of intention to investigate.</p> <p>In employment disputes the Insured Event will be the receipt of an ET1 Employment Tribunal Claim Form.</p>	Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.
		Territorial Limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
		We/Us/Our	Arc Legal Assistance 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 advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. 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.
		Cover	
		Consumer Pursuit	
		What is insured:	
		Costs to pursue a Legal Action	following a breach of a contract You have 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 insured:	

Claims

- a) Where the amount in dispute is £125 or below.
- b) Where the breach of contract occurred before **You** purchased this insurance.
- c) Involving a vehicle owned by **You** or which **You** are legally responsible for.
- d) Arising from a dispute with any government, public or local authority.
- e) Arising from the purchase or sale of **Your** main home.
- f) Relating to a lease tenancy or licence to use property or land.
- g) 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.
- h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**.
- i) Directly or indirectly arising from planning law.
- j) 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 less than £5,000 inc. VAT.

Consumer Defence

What is insured:

Costs to defend a **Legal Action** brought against **You** following a breach of a contract **You** have 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 insured:

Claims

- a) Where the amount in dispute is £125 or below.
- b) Where the breach of contract occurred before **You** purchased this insurance.
- c) Involving a vehicle owned by **You** or which **You** are legally responsible for.
- d) Arising from a dispute with any government, public or local authority.
- e) Arising from the sale or purchase of **Your** main home.
- f) Relating to a lease tenancy or licence to use property or land.

Personal Injury

What is insured:

Costs to pursue a **Legal Action** 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 **You** 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** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the Legal Helpline for advice on how to take **Your** case further.

What is not insured:

Claims

- a) Arising from medical or clinical treatment, advice, assistance or care.
- b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury.
- c) For illness, personal injury or death caused gradually and not caused by a specific sudden event.
- d) Involving a vehicle owned or driven by **You**.

Clinical Negligence

What is insured:

Costs 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.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** 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** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the Legal Helpline for advice on how to take **Your** case further.

What is not insured:

Claims

- a) Arising from the failure or delay to correctly diagnose **Your** condition.
- b) For an allegation of clinical negligence in failing to provide a satisfactory standard of

care other than in relation to surgical, medical or clinical procedures.

- c) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury.
- d) Arising from 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 insured:

Standard Advisers' Costs 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 of **Your Contract of Employment** as an **Employee** or **Your** legal rights under employment laws.

What is not insured:

Claims

- a) 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).
- b) 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.
- c) Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment.
- d) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- e) 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 insured:

Costs to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.

What is not insured:

Claims

- a) In respect of works undertaken or to be

undertaken by or under the order of any government or public or local authority.

- b) For adverse possession.
- c) In respect of a contract **You** have entered into.
- d) Directly or indirectly arising from planning law.
- e) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.
- f) Directly or indirectly arising from:
 - i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building.
 - ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground.
 - iii.) Land slip meaning downward movement of sloping ground.
 - iv.) Mining or quarrying.

Property Damage

What is insured:

Costs to pursue a **Legal Action** 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 insured:

Claims

- a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- b) Where the amount in dispute is £100 or below.
- c) In respect of a contract **You** have entered into.
- d) Directly or indirectly arising from planning law.
- e) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.
- f) Directly or indirectly arising from:
 - i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building.
 - ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground.
 - iii.) Land slip meaning downward movement of sloping ground.
 - iv.) Mining or quarrying.

Property Sale and Purchase

What is insured:

Costs to pursue or defend a **Legal Action** arising from a breach of a contract for the sale or purchase

of **Your** main home.

What is not insured:

Claims

- a) Where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your** main home.
- b) Where the amount in dispute is less than £250 plus VAT.
- c) Directly or indirectly arising from planning law.
- d) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.

Tax

What is insured:

Standard Advisers' Costs incurred by an Accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position.

This cover applies only if **You** have:

- a) Maintained proper, complete, truthful and up to date records.
- b) Made all returns at the due time without having to pay any penalty.
- c) Provided all information that the **HM Revenue and Customs** reasonably requires.

What is not insured:

Claims

- a) Where:
 - i.) Deliberate misstatements or omissions have been made, to the authorities.
 - ii.) Income has been under-declared because of false representations or statements by **You**.
 - iii.) **You** are subject to an allegation of fraud.
- b) For **Standard Advisers' Costs** for any amendment after the tax return has initially been submitted to the **HM Revenue and Customs**.
- c) For enquiries into aspects of **Your** Tax Return (Aspect Enquiries).

Personal Identity Fraud

What is insured:

Costs arising from **Identity Fraud**:

- a) 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. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud**.

- b) 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**.
- c) 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 insured:

Claims

- a) Where **You** have not been the victim of **Identity Fraud**.
- b) Where **You** did not take action to prevent Yourself from further instances of **Identity Fraud** following an **Insured Event**.
- c) Where the **Identity Fraud** has been carried out by somebody living with **You**.
- d) 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.

Jury Service

What is insured:

We will pay a **Daily Rate** for the duration **You** are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from **Your** employer or the court.

We will pay 50% of the **Daily Rate** for each additional half day **You** are off work while attending jury service providing these costs are not recoverable from **Your** employer or the court.

Social Media Defamation

What is insured:

Following defamatory comments made about **You** through a social media website, **Standard 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 **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

What is not insured:

Claims where **You** are not aged 18 years or over.

General Exclusions

1. **There is no cover where:**

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute.
- c) **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.
- d) **Your** insurers repudiate the insurance policy or refuse indemnity.

2. **There is no cover for:**

- a) Claims over loss or damage where that loss or damage is insured under any other insurance.
- b) Claims made by or against **Your** insurance advisor, the **Insurer**, the **Adviser** or **Us**.
- c) Any claim **You** make which is false or fraudulent or exaggerated.
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.
- e) **Costs** if **Your** claim is part of a class action 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) A dispute between **You** and someone **You** live with or have lived with.
- b) **Your** business trade or profession other than as an **Employee**.
- c) An application for a judicial review.
- d) Defending or pursuing new areas of law or test cases.

4. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this 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 within no more than 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 shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings. **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 available on request.
- c) 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.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) 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.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **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**.

- h) **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 more than 50% 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:

- Being able to recover the amount of money at stake.
- Being able to enforce a judgement.
- Being able to achieve an outcome which best serves **Your** interests.

3. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

4. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

5. Fraud

In the event of fraud, **We**:

- Will not be liable to pay the fraudulent claim
- May recover any sums paid to **You** in respect of the fraudulent claim
- May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**

- Will no longer be liable to **You** in any regard after the fraudulent act.

6. Cancellation Rights

If **You** find that this cover does not meet **Your** needs, please contact **first2protect** on 01392 849892 within 14 days of receiving this document and they will arrange for **Us** to cancel this policy. **You** will receive a refund of **Your** premium provided **You** have not made any claims.

If **You** cancel the policy outside the 14 day period there is no refund of premium.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address held for **You** by **first2protect**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud.
- You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers.
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

7. 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.

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 www.arclegal.co.uk/informationcentre. 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 immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

How personal information about you will be used

Where **We** handle **Your** personal information this will be done in accordance with Data Protection Laws. If **You** would like more detailed information on how **We** would handle **Your** personal information **You** can read **Our** privacy notice which can be found at www.arclegalassistance.co.uk or write to **Us** at:- The Data Protection Officer, Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE

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: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. 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 <http://www.fscs.org.uk/> or by telephoning 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 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.

This policy is administered by, and provided by first2protect. First2protect is an appointed representative of PRIMIS mortgage network, a trading name of First Complete Ltd, No. 2, Methuen Park, Chippenham, SN14 0GB which is authorised and regulated by the Financial Conduct Authority (FRN:435779). First Complete Limited is registered in England no: 05416236



Version: F2PFLE 0818

First2Protect Insurance Services
Second Floor, The Forum, Barnfield Road, Southernhay, Exeter, Devon, EX1 1QR