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Your Family Legal Expenses Policy Wording

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Welcome

Terms and purpose of cover

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**
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**.

Making a claim

How to make a claim

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 0333 234 3485 - Our helpline is open 24/7, 365 days a year.
Calls to the helpline will be charged at **your** standard rates.

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.

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.

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.

The meaning of words

Where words are highlighted within this Policy Wording in bold, the meaning of these words are defined below.

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 theAgreement **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 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)
- 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.

Employee - An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

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.

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.

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.

Insured Event - 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.

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.

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.

In employment disputes the **Insured Event** will be the receipt of an ET1 Employment Tribunal Claim Form.

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.

Insurer - AmTrust Specialty Limited.

Legal Action(s) - The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance.

Maximum Amount Payable - The maximum payable in respect of an **Insured Event** is £50,000.

Period of Insurance - As shown on the accompanying cover letter.

Standard Advisers' Costs - The level of **Advisers' Costs** that 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 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.

Your Cover

This policy provides the cover described in each section below.

Consumer Pursuit

✓ What is covered

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 covered

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 covered

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 covered

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 covered

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 covered

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 covered

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 covered

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 covered

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 covered

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 Infringrmrnt

✓ What is covered

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 covered

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 covered

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 covered

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 covered

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 covered

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 covered

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** requires

✗ What is not covered

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 covered

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 covered

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 covered

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 covered

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 covered

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

Helpline telephone numbers and legal services

Legal & 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.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or an accountant to act for **You** and **Your** problem is covered under this insurance, the advice line will ask **You** to complete a claim form. If **Your** problem is not covered under this insurance, the advice line may be able to offer **You** assistance under a private funding arrangement.

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 & 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.

To access the Counselling Helpline simply telephone 0344 770 1036 and quote 'first2protect - Landlords Legal and Rent Protection'. This helpline is open 24 hours a day, seven days a week.

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

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.arclegal.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**.

Arc 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.

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.

General Conditions

These conditions apply to all sections of the policy. Failure to comply with the terms below may result in **us** cancelling the policy and/or refusing to pay any claim; **we** may not pay any claim in full, **we** may revise the premium and/or change any **excess** and/or the extent of cover may be affected.

1. Claims

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.

a. **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** 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

b. 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

Fraudulent or Exaggerated Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- **We** will not accept responsibility if the Helpline services fail for reasons beyond **our** control
- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or Any adjustment to **your** policy
- Fails to reveal or hides a fact likely to influence the cover **we** provide
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

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:

a. Being able to recover the amount of money at stake

b. Being able to enforce a judgement
c. 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:

a. Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
b. Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
c. Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
d. 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. 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.

6. English law and language

This contract is governed by English Law and the language for contractual terms and communication will be English.

7. Fraud

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

a. Will not be liable to pay the fraudulent claim
b. May recover any sums paid to **You** in respect of the fraudulent claim
c. May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
d. Will no longer be liable to **You** in any regard after the fraudulent act

8. 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.

Cancellation - Your right to cancel

If you wish to cancel your policy please contact **First2Protect.**

Cancelling during the cooling off period

You have a statutory right to cancel **your** policy within 14 days from either

- The day of purchase;
- Cover start date or the renewal date of the contract;
- The day which **you** receive **your** policy or renewal documentation.

whichever date is later.

Your policy will be cancelled back to the start date and no cover will have been provided. **You** will be entitled to a full refund of the premium paid and no cancellation fee will be charged.

If **you** do not wish for your cancellation to be backdated to the start date and request **you** are covered up to the date of a cancellation the full premium will be payable and no refund will be given.

If a claim has been made, the full premium will be payable and no refund will be given.

If **you** wish to cancel and the insurance has not yet started **you** will be entitled to a full refund of the premium and no cancellation fee will be charged.

Cancelling after the cooling off period

You may cancel **your** insurance cover at any other time, the full premium will be payable and no refund will be given.

If the amount due when **you** cancel your policy is more than the amount **you** have paid **you** must pay the difference.

If a claim has been made, the full premium will be payable and no refund will be given.

If **you** do not exercise **you** right to cancel your policy, it will remain in force for the term of the policy and **you** will be required to pay the full premium.

By purchasing a policy with **First2Protect**, **you** agree to any amounts **you** may owe us being deducted from any premium refund due to **you**.

Cancellation - Our right to cancel

We may cancel **your** policy if

- Fraud has been suspected
- Fraud has been identified
- We have evidence **you** have acted fraudulently
- We have evidence **you** have deliberately given us incorrect or incomplete information

We may do this without notice and backdate **your** cancellation to the date when this happened. **You** will be sent the cancellation confirmation in writing if this happens.

First2Protect may also cancel the policy at any time by giving **you** 7 days' notice in writing where there is a valid reason for doing so. **You** will be sent the cancellation confirmation in writing when such cancellation has taken place. Valid reasons include, but are not limited to

- Where **First2Protect** has been unable to collect a premium payment and after writing to **you**, **your** payment is still outstanding
- If **you** haven't co-operated with **us** or sent **us** information **we** have requested and then this affects our ability to process a claim or defend our interests
- If **you** do not keep to the conditions of the policy wording, for example, if **you** have not provided complete, accurate and up to date information
- If **you** display threatening or abusive behaviour towards **our** staff or suppliers

Important Information

What to do if you have a complaint

First2Protect strives to provide **you** with the highest standards of service at all times, but also recognises that things can go wrong. If **you** wish to discuss your policy or the service provided by **First2Protect** please contact the Customer Service Department on the below details:

Post: First2Protect, 1st Floor, Keble House, Southernhay Gardens, Exeter, EX1 1NT

Email: customerservice@first2protect.co.uk

Telephone: 01392 849750

Alternatively, should you wish to make a complaint, please contact the Pivotal Financial Limited Customer Care team

Post: Complaints Department, Pivotal Financial Limited, Unit A, Drivers Wharf, Northam Rd, Southampton, SO14 0PF

Email: general.insurance@pivotalfinancial.co.uk

If **your** complaint is about **your insurer** or how **your** claim was handled please contact the insurer on the below details:

Post: Arc Legal Assistance Ltd, PO Box 892, Colchester, CO4 5YD

Email: customerservice@arclegal.co.uk

Telephone: 01206 615000

You can refer **your** complaint to the Financial Ombudsman Service if **you** have not received a written final response in respect of **your** complaint within 8 weeks of the date **your** complaint was received by either **First2Protect** or **your** insurer, or if **you** are unhappy with the decision following **your** complaint (**you** have 6 months from date of final response to take **your** complaint to the Ombudsman). The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small businesses are not able to resolve with financial businesses.

For more information view their website www.financial-ombudsman.org.uk or contact them on the below details:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone:
From within the United Kingdom
Tel: 0800 023 4567 (free for people phoning from a 'fixed line', for example, a landline at home)
Tel: 0300 123 9123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)
From outside the United Kingdom
Tel: +44 207 964 1000 Fax: +44 207 964 1001

The complaint procedure does not affect **your** right to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**.

Further information about this scheme is available from the FSCS website www.fscs.org.uk
Telephone: 0800 678 1100 or 0207 741 4100

Important Information

The law applicable to this policy

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **insured person's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Authorisation

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

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority, registration 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.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority, reference number is 202189. 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 administered by, and provided by First2Protect Insurance Services.
First2Protect Insurance Services is a trading name of First2Protect Limited. First2Protect is an Appointed Representative of Pivotal Financial Limited. Pivotal Financial Limited is authorised and regulated by the FCA under firm reference number 665649. Pivotal Financial Limited is registered in England (no. 9157892). First2Protect Limited is registered in England (no. 09014795) and FCA register number is 650323. Registered office address for First2Protect is 1st Floor, Keble House, Southernhay Gardens, Exeter, EX1 1NT.

Calls may be recorded to meet regulatory obligations and for training/monitoring purposes.

How personal information about you will be used

How **Your** personal information is handled will be done in accordance with **Data Protection Laws**. If **You** would like more detailed information on how **Your** personal information is handled **You** can read **the** privacy notice for

Arc Legal Assistance 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

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