



# Family Legal Protection

Policy Wording

## YOUR FAMILY LEGAL INSURANCE POLICY

### Assistance Helpline Services

Legal and Tax Helpline: **you** can use the helpline service to discuss any legal or taxation problem which happens within the United Kingdom, the Channel Islands and the Isle of Man, and during your period of cover. Simply telephone 01384 884 084 and quote “Alps”.

*For **our** joint protection telephone calls may be recorded and/or monitored.*

### Terms of Cover

Family Legal Protection provides:

- An assistance helpline including 24/7 Legal Advice;
- Insurance for legal **costs** for certain types of disputes.

This insurance is arranged and administered by Auto Legal Protection Services Ltd. It is underwritten by AmTrust Specialty Limited, on whose behalf **we** act. Claims are administered by Arc Legal Assistance Limited.

Legal expenses is ‘claims made’ cover. This means that cover is for an **insured event** that happens during the **period of insurance** which **you** must tell **us** about:

- during, or
- no later than 30 days after the end of the **period of insurance**.

For this reason, **you** should tell **us** as soon as possible of any claim, potential claim or any circumstances which might lead to **you** making a claim.

If **you** are not sure whether **we** need to know, it’s best to call the **legal helpline**. Please note that any avoidable delay in telling **us** about a claim might mean that **we** do not cover it.

**We** will not cover legal expenses if something **you** do, or do not do, has a negative impact on

- **your** position or
  - the position of the **insurer**
- in connection with the **legal action**.

The **insured event** and **legal action** must take place within the **territorial limits**.

## POLICY DEFINITIONS

Where the following words appear in **bold** they have these special meanings.

### Adviser

A suitably qualified person **we** appoint to act for **you**. This could be a lawyer or law firm, an accountant or other professional adviser.

**We** may agree to an adviser that **you** choose if:

- court proceedings need to start, or
- there is a **conflict of interest** with the **adviser we** chose.

### Advisers’ Costs

**Advisers’** fees and expenses which **we** have agreed to pay. **We** will pay up to £100 an hour plus VAT up to the maximum amount payable in respect of an **insured event**.

### Adverse Costs

These are someone else’s costs which a court says **you** have to pay. The court will have agreed that these costs are reasonable and fair in relation to a dispute.

### Conditional Fee Agreement

An agreement which sets out the terms under which the **adviser** will charge for their fees.

The agreement can be between **you** and the **adviser**, or **us** and the **adviser**.

### Conflict of Interest

A situation when:

1. **you** are in a dispute and have a claim using this legal expenses cover, and
2. **we** also pay for or cover legal expenses for anyone else involved in that dispute.

## Claims Line – 01384 884 084

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225

### Contract of Employment

A contract of service, which can be express or implied. If it is express, it can be spoken or in writing.

### Costs

Advisers' costs and adverse costs.

### Daily Rate

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

- a) 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
- b) If **you** are self-employed, the income **you** declared to HM Revenue & Customs for the previous tax year.

### Data Controller

The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.

### Data Protection Legislation

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

### Employee

An individual who:

- has entered into or works under, or
- if the employment has ended, worked under a **contract of employment**.

### Excess

The amount that **you** must pay towards the cost of any claim is: Nil.

### 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.

### Home

**Your** principal, private place of residence in the United Kingdom, the Channel Islands and the Isle of Man.

### 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 first in a series of incidents, that may lead to a claim. **We** will treat all causes of action, incidents or events that are linked by cause or time, as one **insured event**.

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

- **Identity fraud:** 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.
- **Tax:** 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 HM Revenue & Customs advising **you** of either dissatisfaction with **your** returns, or amounts paid, or notice of intention to investigate.
- **Jury Service:** 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.

For the purposes of the **maximum amount payable**, only one **insured event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

### Insurer

AmTrust Specialty Limited.

### Legal Action(s)

The pursuit or defence of civil legal cases for damages and / or injunctions and specific performance or the defence of criminal prosecutions.

- a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- b) The defence of criminal prosecutions to do with **your** employment, or **your** vehicles identity.

### Legal Helpline

## Claims Line – 01384 884 084

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225

Our service to give **you** advice on any matter which might lead to a claim.

#### Maximum Amount Payable

The limit that **we** will pay in respect of an **insured event** as stated below: School Admission Disputes: £5,000  
Personal Identity Fraud: £5,000 Jury Service: £1,000  
Probate: £25,000  
All other sections: £75,000

#### Period of Insurance

This legal expenses insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

#### Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man.

#### We, Us, Our

- For administration, Auto Legal Protection Services Ltd
- For claims, Arc Legal Assistance Limited on behalf of the **insurer**.

#### 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 **adviser** 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 before, or out of, **your** death.

## IMPORTANT CONDITIONS

If **your** legal expenses claim is covered and no exclusions apply, then it is vital that **you** comply with these conditions in order for **your** claim to proceed. The conditions that apply to this legal expenses insurance are contained under the 'conditions' section below and should be read carefully. Some of the main conditions to this legal expenses insurance are:

#### Prospects of Success

There must be a 51% or higher chance that **you** win the **legal action** and achieve a positive outcome. This could be, for example:

- recovering the amount of money at stake,
- enforcing a judgment,
- or achieving an outcome which is in **your** best interests.

**We** will examine the facts of the case to assess **your** chances of winning. If **we** conclude that **your** chances of winning:

- are less than 51%, or
- at any point drop to less than 51%

**we** will not support the case.

#### Proportional Costs

An estimate of the **adviser's costs** will be provided with the assessment of **your** case and will be carried out by the **adviser**. If the estimate is more than the amount in dispute, then **we** can decline or discontinue support for **your** claim.

#### Giving us all the important information

When **we** accept **your** application for this insurance, **we** rely on the information **you** give. **You** must take reasonable care to give full answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate **your** cover might be affected and **we** might:

- (a) cancel **your** policy and refuse to pay any claim or
- (b) not pay any claim in full.

**We** will write to **you** if **we**:

- intend to cancel **your** policy; or
- need to amend the terms of **your** policy; or

## Claims Line – 01384 884 084

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225

- need **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given is incomplete or inaccurate, **you** must tell **us**.

## CUSTOMER SERVICES INFORMATION

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the **legal helpline**.

The **legal helpline** is here to help **you**. If **you** have a dispute which needs a lawyer or law firm, an accountant or other professional adviser 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>. If **you** prefer, they will send a form to **you**. If **we** cannot cover your dispute under this insurance, the helpline may be able to help **you**, but **you** will have to pay for this yourself.

**You** should tell **us** as soon as possible of any claim, potential claim or any circumstances which might lead to **you** making a claim.

If **you** are not sure whether **we** need to know, it's best to call the **legal helpline**. Please note that any avoidable delay in telling **us** about a claim might mean that **we** do not cover it.

### Customer Service

#### How to make a Complaint

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

Our contact details are:

**Mail:** Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD.

**Tel:** 01206 615000

**Email:** [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

**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.

#### Complaints about the Policy

Auto Legal Protection Service Limited (Alps) aim to give our insured a high level of service at all times. However if **you** have a complaint about **your** policy please contact:

Alps, Sunnyside Mill, Highfield Road, Congleton, Cheshire CW12 3AQ.

Telephone: 01260 241555

Email: [complaints@alpsltd.co.uk](mailto:complaints@alpsltd.co.uk)

**We** will contact **you** and handle **your** complaint on **our** behalf. **We** will contact **you** within three working days of receiving **your** complaint to inform **you** of what action is being taken. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks **we** will tell you when **you** can expect an answer.

If **you** are unhappy with the response to **your** complaint, or **you** have not received a response within 8 weeks of the date **your** complaint was received, **you** may be eligible to refer your case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving a final response from the **insurers**, or from **us** on their behalf.

**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.

The Financial Ombudsman Service contact details are:

**Mail:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

**Tel:** 08000 234 567

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Claims Line – 01384 884 084

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225

## SECTION OF COVER

### Consumer Pursuit

**Costs** to pursue a **legal action** for 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 bought this insurance unless **you** have held this or equivalent cover with **us** or another **insurer** with no break in cover from or before the date on which the contract was made.

#### What is not insured?

##### Claims:

- a) If the amount in dispute is less than £250.
- b) If the breach of contract happened before **you** bought 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 below £5,000.

### Consumer Defence

#### What is insured?

**Costs** to defend a **legal action** brought against **you** for breach of a contract **you** have for selling **your** own personal goods. The contract must have been made after **you** first bought this insurance unless **you** have held this or equivalent cover with **us** or another **insurer** with no break in cover from or before the date on which the contract was made.

#### What is not insured?

##### Claims:

- a) If the amount in dispute is below £250.
- b) If the breach of contract occurred before **you** bought 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 civil **legal action** against someone if their negligence has led to **your** death or bodily injury. The case could be against a person or a legal person (for example a company).

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** do not 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, surgical, clinical negligence or cosmetic procedures.
- b) For stress, psychological or emotional injury unless it arises from **you** suffering physical injury.
- c) Relating to pharmaceuticals or tobacco products.
- d) For illness, bodily injury or death caused gradually and not caused by a specific sudden event.
- e) Involving a vehicle owned or driven by **you**.

### Clinical Negligence

#### What is insured?

**Costs** to pursue a civil **legal action** for damages against someone if their medical, clinical or surgical negligence has led to **your** death or bodily injury. The case could be against a person or a legal person (for example a hospital).

## Claims Line – 01384 884 084

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225

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** do not 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?

- a) Claims for stress, psychological or emotional injury unless it arises from **you** suffering physical injury.
- b) For illness, bodily injury or death caused gradually and not caused by a specific sudden event.

#### 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 as an **employee of your:**

- a) **Contract of employment;** or
- b) Legal rights under employment laws.

What is not insured?

Claims:

- a) If the breach happened within the first 90 days after **you** first bought this insurance. **We** will not apply this exclusion if **you** have held equivalent cover with **us** or another **insurer** continuously for a period of at least 90 days leading up to when the breach first happened.
- b) 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).
- c) 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.
- d) If the breach is alleged to have started or to have continued after **your** employment ended.
- e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- f) For any hearing fees and issue fees which **you** may have 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) If the nuisance or trespass started within the first 180 days after **you** first bought this insurance. **We** will not apply this exclusion if **you** have held equivalent cover with **us** or another **insurer** with no break in cover for a period of at least 180 days leading up to when the nuisance or trespass first started.
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- c) For adverse possession.
- d) In respect of a contract **you** have entered into.
- e) Directly or indirectly arising from planning law.
- f) Directly or indirectly arising from constructing buildings or altering their structure for **your** use.
- g) Directly or indirectly arising from:
  - i. Subsidence, which is the downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building.
  - ii. Heave, which is the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground.
  - iii. Land slip, which is the 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** or **your personal effects**. The damage must have been caused after **you** first bought this insurance.

### Claims Line – 01384 884 084

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225

## 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) In respect of a contract **you** have entered into.
- c) Directly or indirectly arising from planning law.
- d) Directly or indirectly arising from constructing buildings or altering their structure for **your** use.
- e) Directly or indirectly arising from:
  - i. Subsidence, which is the downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building.
  - ii. Heave, which is the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground.
  - iii. Land slip, which is the 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) If **you** bought this insurance after the date **you** completed the sale or purchase of **your** main home.
- b) If the amount in dispute is less than £250.
- 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 HM Revenue and Customs reasonably requires.

### What is not insured?

#### Claims:

- a) If:
  - 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 HM Revenue and Customs.
- c) For enquiries into aspects of **your** tax return.

## School Admission Disputes

### What is insured?

**Standard advisers' costs** to appeal against the decision of a local education authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to **your** child or children being refused entry at the state school of **your** choice.

### What is not insured?

#### Claims:

- a) Arising where examinations or other selection criteria are part of the acceptance process.
- b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to.
- c) Where the child has been suspended, expelled or permanently excluded from another school.
- d) If a dispute arises less than 6 months after this policy first started.  
**We** will not apply this exclusion if **you** had equivalent cover immediately before the start of this policy and there has not been a break in cover.

## Claims Line – 01384 884 084

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225



- e) for children under 5 years of age. **We** will not apply this exclusion for an admission dispute if the child is due to start school in the academic year before their 5th birthday.
- f) arising from or relating to an Education, Health and Care Plan.

### Probate

#### What is insured?

**Costs** to pursue civil legal action in respect of a probate dispute:

1. involving the will of **your** parents, grandparents, children, step-children or adopted children and
2. if **you** are a beneficiary of the will or a member of a class of beneficiaries with an immediate interest.

#### What is not insured?

Claims if **your** parents, grandparents, children, step-children or adopted children died intestate. This is when a will has not been previously made, concluded or cannot be traced.

### 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 from which **you** are alleged to have purchased, hired or leased goods or services. Cover is only available if **you** deny having entered into 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) If **you** have not been the victim of **identity fraud**.
- b) If **you** did not take action to prevent **yourself** from further instances of **identity fraud** following an **insured event**.
- c) If 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 if that institution has refused to cover the loss.

**You** must agree to be added to the CIFAS Protection Register if **we** recommend it.

### Legal Defence

#### What is insured?

- a) **Costs** in a **legal action** to defend **your** legal rights in the following circumstances arising out of **your** work as an **employee**:
  - i. Before being charged, when dealing with the police or health & safety executive or others with the power to prosecute.
  - ii. In a prosecution brought against **you** in a court of criminal jurisdiction.
  - iii. In a civil action brought against **you** as a **data controller** for compensation under **data protection legislation**.
  - iv. In civil proceedings brought against **you** under legislation for unlawful discrimination.
- b) **Costs** in a **legal action** to defend **your** legal rights arising out of a formal investigation or disciplinary hearing brought against **you** by any trade association or professional or regulatory body.

#### What is not insured?

Claims:

- a) For alleged road traffic offences if **you**:
  - i. did not hold, or were disqualified from holding, a licence to drive, or
  - ii. are being prosecuted for driving while under the influence of alcohol or non-prescribed drugs, or prescription medication if **you** have been advised by a medical professional not to drive.
- b) For **costs** if **you** are entitled to a grant of legal aid from the body responsible for its administration, or if funding is available from another public body, a trade union, employer or any other insurance policy.
- c) For parking offences which cannot lead to penalty points on **your** licence.
- d) Following an allegation of violence or dishonesty.
- e) For **standard advisers' costs** incurred which are more than any **costs** **you** are able to recover under a defendant's **costs** order.

### Claims Line – 01384 884 084

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225

## Jury Service

### What is insured?

#### We will pay

- a **daily rate** for each whole day
- 50% of the **daily rate** for each additional half day

**you** are off work because you have to attend jury service. **We** will not pay if **you** can recover these amounts from **your** employer or the court.

## Social Media Defamation

### What is insured?

If defamatory comments about **you** appear on a social media platform, **we** will pay **advisers' costs** to write one letter:

- to the provider of the social media platform to ask them to remove the comments, and
- to the author of the defamatory comments to ask them to remove the comments. This is only possible where the identity of the author is known.

### What is not insured?

Claims if **you** are under the age of 18.

## GENERAL POLICY EXCLUSIONS

There is no cover if:

- the **insured event** and **legal action** happen outside the **territorial limits**.
  - the **insured event** started before this policy began.
  - You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
  - An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute.
  - 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.
  - Your** insurers refuse to accept this insurance policy as valid or refuse indemnity.
- There is no cover for:
    - Claims over loss or damage where that loss or damage is insured under any other insurance.
    - Claims made by or against **your** insurance **adviser**, the **insurer**, the **adviser** or **us**.
    - Any claim **you** make which is false or fraudulent or exaggerated.
    - Defending **legal actions** arising from anything **you** did deliberately or recklessly
    - Costs** if **your** claim is part of group claim or will be affected by or will affect the outcome of other claims.
  - There is no cover for any claim directly or indirectly arising from:
    - A dispute between **you** and someone **you** live with or have lived with.
    - Your** business trade or profession other than as an **employee**.
    - An application for a judicial review.
    - Defending or pursuing new areas of law or test cases.
  - 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.
  - Sanction Limitation and Exclusion Clause  
**We** will not cover or be liable to pay any claim or provide any benefit under your insurance if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
  - Cyber Attack Exclusion  
**We** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, computer virus or process or any other electronic system. This exclusion applies unless cover for **Costs** is specifically allowed for in the Sections of Cover above.

## Claims Line – 01384 884 084

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225

1. Claims

- a) Legal expenses is 'claims made' cover. This means that cover is for an **insured event** that happens during the **period of insurance** which **you** must tell **us** about:
  - a. during, or
  - b. no later than 30 days after the end of
  - c. the **period of insurance**.

For this reason, **you** should tell **us** as soon as possible of any claim, potential claim or any circumstances which might lead to **you** making a claim.

- b) **We** may investigate the claim and take over and conduct the legal proceedings in **your** name. Subject to **your** consent (which **you** will not unreasonably withhold), **we** might reach a settlement of the legal proceedings.
  - a. **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted.
  - b. If it is necessary to start court proceedings or a **conflict of interest** arises, **you** can ask **us** to appoint an **adviser** that **you** have chosen. If an **adviser** that **you** have chosen charges more than **our** agreed **advisers' costs**, **you** will have to pay the difference.
  - c. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available on request.
- c) The **adviser** will:
  - a. Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
  - b. Keep **us** fully advised of all developments and provide such information as **we** may need.
  - c. Keep **us** advised of **advisers' costs** incurred.
  - d. 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 will be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed.
  - e. Send in bills for assessment or certification by the appropriate body if **we** ask for this.
  - f. Attempt recovery of **costs** from third parties.
- d) If there is a dispute about **advisers' costs** **we** may need **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
- h) **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**.
- i) **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

There must be a 51% or higher chance that **you** win the **legal action** and achieve a positive outcome. This could be, for example:

- recovering the amount of money at stake,
- enforcing a judgment,
- or achieving an outcome which is in **your** best interests.

**We** will examine the facts of the case to assess **your** chances of winning. If **we** conclude that **your** chances of winning:

- are less than 51%, or
  - at any point drop to less than 51%
- we** will not support the case.

3. Proportionality

**We** will only pay **advisers' costs** that are proportionate to the amount of damages that **you** are claiming in the **legal action**. **Advisers' costs** which are more than the amount of damages that **you** are able to claim from **your** opponent will not be covered.

4. Disputes that the Financial Ombudsman Service cannot deal with

If **you** and **we** both agree, a solicitor or a barrister can deal with the dispute. If **you** and **we** cannot agree on who will deal with it, the Law Society can choose someone to arbitrate. 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.

## 5. 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.

## 6. 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.

## 7. Cancellation

**You** may cancel this insurance at any time by writing to **your** insurance **adviser** providing 14 days written notice. If **you** exercise this right within 14 days of taking out this insurance, **you** will receive a refund of premium provided **you** have not already made a claim against the insurance.

**We** may cancel the insurance by giving 14 days' notice in writing to **you** at the address shown on the schedule, or alternative address provided by **you**. 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:

- a) Where **we** have a reasonable suspicion of fraud.
- b) If **you** do not pay the premium on time.
- c) **You** use threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers.
- d) Where it is found that **you**, deliberately or recklessly, disclosed false information or failed to disclose important information.
- e) **You** do not comply with the policy terms and conditions.

## 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

This legal expenses cover 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.

# PRIVACY AND DATA PROTECTION NOTICE

## Auto Legal Protection Service Limited and ARC Legal Assistance

### 1. Data Protection

Auto Legal Protection Service Limited and 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) and <https://www.alpsltd.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

**Claims Line – 01384 884 084**

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225

website address detailed above.

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.

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 websites for full address details.

**AmTrust Specialty Limited (AmTrust)**

AmTrust Specialty Limited will keep your personal information safe and private. There are laws that protect your privacy and they follow them carefully. Under the laws, AmTrust Specialty Ltd are the company responsible for handling your information (Data Controller). Here is a simple explanation of how they use your personal information. For more information visit their website at [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn).

**What they do with your personal information**

AmTrust Specialty Limited might need to use the information they have about you for different reasons. For example, they might need it:

- to run through their computerised system to decide if they can offer you this insurance.
- to help you if you have any queries or want to make a claim.
- to provide you with information, products or services if you ask them to.
- for research or statistics.

They will need it:

- to provide this insurance.
- to contact you to ask if you want to renew it.
- to protect both you and them against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about your health or any criminal convictions you might have. They might need this kind of information to decide if they can offer you this insurance or to help you with a claim. They will only use this information for these specific reasons and in line with regulatory conditions.

They might need to share your information with other companies or people who provide a service to us, or to you on their behalf. They include companies that are part of their group, people they work with, insurance brokers, their agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else they might need to share it with by law. They will only share your information with them if they need to and if it is allowed by law.

Sometimes they might need to send your information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). They currently send it to the USA and Israel. They make sure that your information is always kept safely and treated in line with the law and this

**Claims Line – 01384 884 084**

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225

notice.

- **You** can tell them if **You** do not want them to use **your** information for marketing.
- **You** can also ask them to provide **you** with the information they have about **you** and, if there are any mistakes or updates, **you** can ask them to correct them.
- **You** can also ask them to delete **your** information (although there are some things they cannot delete). **You** can also ask them to give **your** information to someone else involved in **your** insurance.
- If **You** think they did something wrong with **your** information, **you** can complain to the local data protection authority.

AmTrust Specialty Limited will not keep **your** information longer than they need to. They will usually keep it for 10 years after **your** insurance ends unless they have to keep it longer for other business or regulatory reasons.

If **you** have any questions about how they use **your** information, **you** can contact their Data Protection Officer. **You** can find their contact details on their website [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn).

## COMPENSATION SCHEME

**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

You can check these details 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.

Auto Legal Protection Services Ltd Registered office. Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ. Company number 3676991 is authorised and regulated by the Financial Conduct Authority, Firm Reference Number is 300906.

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

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA United Kingdom, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

**Claims Line – 01384 884 084**

Claims are handled by Arc Legal Assistance Ltd.  
FLP 0225