

PRESTIGE FAMILY LEGAL PROTECTION



PRESTIGE
UNDERWRITING SERVICES LTD

arc
legal assistance

Family Legal Protection provides:

Assistance Helplines including 24/7 Legal Advice
Insurance for legal costs for certain types of disputes

Assistance Helpline Services

Legal Helpline

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

Simply telephone 0333 999 7527 and quote "PUSL Family Legal Protection".

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

POLICY WORDING

Terms of Cover

This insurance is arranged by Prestige Underwriting Services Limited and 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, You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs.

The insurance covers Costs as detailed under the separate sections of cover up to the Maximum Amount Payable where:

- a. The Insured Incident takes place in the Insured Period 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.

Definitions

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

Adviser

Our specialist panel solicitors 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.
Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance 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.
Data Protection Legislation	The relevant Data Protection 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, where the employment has ceased, worked under) a Contract of Employment.
Insured Incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
Insured Period	One year from the inception or renewal date shown on Your insurance schedule.
Insurer	AmTrust Europe 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 Incident is £50,000 .
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.
Territorial Limits	United Kingdom and the Republic of Ireland.
We/Us/Our	ArcLegal 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 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 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 below £250 plus VAT
- 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 below £5000 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 below £250 plus VAT
- 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.

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

Employment Disputes

What is insured

Standard Advisers' Costs to pursue a Legal Action brought before an Industrial Tribunal or a Fair Employment Tribunal (or their equivalent within the Territorial Limits) 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. Where the breach occurred within the first 90 days after You first purchased this insurance unless 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 occurred
- b. For a dispute with an employer or ex-employer unless it is pursued in an Industrial Tribunal or a Fair Employment Tribunal (or their equivalent within the Territorial Limits)
- 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. Where the breach is alleged to have commenced or to have continued after termination of Your employment
- e. For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

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. Where the nuisance or trespass started within the first 180 days after You first purchased this insurance unless You have held equivalent cover with Us or another insurer continuously 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 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. 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 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

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

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 adviser, 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 reasonably 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.
- 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.
- i. 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:

- 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. 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:

- 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

5. Disputes

Subject to Your right to refer a complaint to 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. Law and Language

This contract is governed by the law of Northern Ireland and the language for contractual terms and communication will be English.

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 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.

PRIVACY AND DATA PROTECTION NOTICE

Data Protection

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.arclegalassistance.co.uk

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.

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 notice.

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.

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.

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 website for full address details.

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.

Our contact details

Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD
Tel: 01206 615000 Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details
Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Tel: 08000 234 567 Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We or the Insurer cannot meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Authorisation

Prestige Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority. Prestige's Firm Reference Number is 307105. 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.

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.

Arc's address details

Arc Legal Assistance Ltd PO Box 8921, Colchester, CO4 5YD
Tel: 01206 616003

Prestige Family Legal Protection

Insurance Product Information Document

Company: Prestige Underwriting Services Limited

Product: Family Legal Protection

Prestige Underwriting Services Limited is authorised and regulated by the FCA, Reg No: 307105

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

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

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

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

What is this type of insurance?

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



What is insured?

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

- ✓ **Consumer Pursuit:** To pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling your own personal goods.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Disputes:** To pursue a legal action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an employee of your contract of employment or legal rights under employment laws.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to your main home.



What is not insured?

The policy does not provide cover for:

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



Are there any restrictions on cover?

- ! **Qualifying period:** There is 90 day qualifying period for claims for Employment Disputes and a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in the United Kingdom and the Republic of Ireland.

**What are my obligations?**

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

**When and how do I pay?**

Please speak to your Broker about your payment options

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

Your cover will start will start and end on the dates stated in your policy documents. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date.

**How do I cancel the policy?**

You may cancel this insurance at any time by contacting your Broker 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.

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