

# Home claims assistance

When things don't go to plan, we go to work



# Home claims assistance

In the event of a claim, refer to your insurance policy wording and **call your insurer's claims line**

If you have a domestic emergency and cannot reach your insurer, the ARC helpdesk is available 24 hours a day, 365 days a year

They can arrange:

- Emergency building repairs
- Storm and water damage repairs
- Emergency locksmiths
- Refurbishment and decoration services

**Important information:**

- **Please note that it is your responsibility to ensure that you check if this or any other policy covers you for emergency repairs prior to contacting us**
- **If any work is carried out by an appointed tradesman, you may be responsible for the costs incurred (including call out fees)**
- **Telephone 0344 770 1041 and quote "Saffron Insurance"**

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# Arc Family Legal Expenses Insurance

## Family Legal Expenses Policy Summary

Some important facts about **your** family legal expenses insurance policy are summarised below. This summary does not describe all the terms and conditions of **your** policy, so please take time to read the policy document to make sure **you** understand the cover it provides.

The insurance cover summarised in this document is provided by AmTrust Europe Limited and administered on their behalf by Arc Legal Assistance Ltd.

**Your** legal expenses cover is valid for the same duration as the home insurance cover with which it is offered, and meets the needs of individuals seeking cover for legal expenses incurred in the specific areas summarised below.

**Your** legal expenses cover applies to **you, your** spouse and other family members who live with you in your home.

## Cancellation rights (cooling off period)

Within 14 days of receipt of insurance documentation **you** may cancel this policy if it does not meet **your** needs. Subject to **your** insurance advisor receiving **your** advice of this, they will issue a full return of premium, the policy will be regarded as not having been taken up by **you** and will be cancelled from inception.

## To make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone **0344 7701040** and quote "Saffron Insurance"

## Complaints

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below.

If **you** cannot settle **your** complaint with **us, you** may be entitled to refer it to the Financial Ombudsman Service. For full details of **our** complaints procedure and how to contact the Financial Ombudsman Service please see **our** policy document.

Arc contact details are:

Arc Legal Assistance Ltd

PO Box 8921  
Colchester CO4 5YD

T: 01206 615 000

E: [customerservices@arclegal.co.uk](mailto:customerservices@arclegal.co.uk)

## Compensation

**We** are covered by the Financial Services Compensation Scheme. If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100

Significant features and benefits	Significant exclusions or limitations	Policy section
<p>Legal costs of up to £75,000 per claim are covered</p>	<p>This insurance covers the legal expenses incurred by <b>our</b> panel solicitors. <b>You</b> are not covered for any other legal representatives costs unless court proceedings are started or a <b>conflict of interest</b> arises</p> <p>It is a key condition of this insurance that there must be reasonable prospects of success in taking <b>legal action</b> before a claim for legal expenses will be accepted</p> <p>For full details of policy exclusions please refer to the policy wording</p> <p>In summary there is no cover for:</p> <ul style="list-style-type: none"> <li>• Claims which arise, or where proceedings are brought outside of the Great Britain, Northern Ireland, The Channel Islands and The Isle of Man</li> <li>• Costs incurred without <b>our</b> prior consent</li> <li>• Claims arising from a dispute between persons insured under this policy</li> <li>• Costs covered by another insurance policy</li> <li>• Fines or penalties</li> </ul> <p>Property Infringement and Property Damage: £250 per claim</p> <p>All other sections: Nil</p> <p>Prior to the issue of the court proceedings or a <b>conflict of interest</b> arising there is no cover for the costs of any legal representative other than those incurred by <b>our</b> panel solicitor</p>	<p>All</p>

Significant features and benefits	Significant exclusions or limitations	Policy section
Legal expenses to pursue: Contract claims against a person/organisation providing defective goods or services.	At least £100 plus VAT must be in dispute.	See cover – Consumer Pursuit
Legal expenses to pursue : Personal injury claims against the responsible person/organization		See cover – Personal Injury
Legal expenses to pursue: An action against an employer for a breach of <b>your</b> employment rights	The alleged breach must have occurred at least 90 days after the legal expenses cover started	See cover – Employment Disputes
Legal expenses to pursue: Actions for nuisance or trespass relating to the home	The nuisance or trespass must have occurred at least 180 days after the legal expenses cover started	See cover – Property Infringement
Legal expenses to pursue: Actions against the parties causing physical damage to the home		See cover – Property Damage
<p>Legal expenses to defend <b>your</b> legal rights :</p> <p>Arising out of <b>your</b> work as an employee</p> <p>Arising out of a motor prosecution</p> <p>Arising out of a formal investigation or disciplinary hearing</p>	<p>Claims for alleged road traffic accidents offences where <b>you</b> did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non-prescription drugs</p> <p><b>Advisers' costs</b> where <b>you</b> are entitled to legal aid from the body responsible for its administration, or were funding is available from another public body, a trade union, employer or any other insurance</p>	See cover – Legal Defence
Legal expenses to defend: Contract claims brought by a person to whom private goods have been sold.	At least £100 plus VAT must be in dispute	See cover – Consumer Defence
Legal expenses to pursue: Actions against whom have broken Data Protection Legislation resulting in financial loss		See Cover – Data Protection

Accountancy fees as a result of an HM Revenue and Customs Personal full or Aspect enquiry	Accountancy fees which relate to <b>your</b> business trade or profession	See cover - Tax
Legal expenses to pursue: a claim following <b>your</b> unlawful eviction from rented property	The dispute must have occurred at least three months after this legal cover started	See cover -Tenancy Disputes
<b>Advisers' costs</b> in appealing the decision of a Local Education Authority	Arising where the LEA's refusal occurred within the first 6 months of the first <b>insured period</b>	See cover -School Admission Disputes
Legal expenses to pursue: Probate disputes involving the will of <b>your</b> parents, grandparents, children, step-children or adopted children	Any disputes or costs where a will has not been previously made concluded or cannot be traced (Intestate)	See cover -Probate
Legal expenses to defend: Proceedings, reverse incorrect judgments and challenge consumer credit ratings resulting from <b>identity theft</b>	The <b>insured incident</b> must have occurred after the first 0 days of the <b>insured period</b>	See cover -Personal Identity Theft
Legal expenses to defend: Proceedings arising from the use of the vehicle's identity by another party without <b>your</b> permission	The <b>insured incident</b> must have occurred after the first 30 days of the <b>insured period</b>	See cover – Vehicle identity theft
Legal helpline available 24/7 Debt counselling service 24/7 Domestic helpline 24/7 Arc legal document service		All

## Family Legal Expenses Insurance

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

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, **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 advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** where:-

- The **insured incident** takes place in the **insured period** and within the **territorial limits**; and
- The legal action takes place in the **territorial limits**.

## Definitions

**Adviser – Our** specialist panel solicitors or agents appointed by **us** to act for **you**, or, and subject to **our** agreement, where court proceedings have been started or a **conflict of interest** arises, another legal representative nominated by **you**.

**Advisers' Costs** – Reasonable legal or accountancy fees and disbursements incurred by the **adviser** or other legal representative with **our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

**Computer** – Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.

**Conflict of Interest** – There is a **conflict of interest** if **your advisers'** duty to act in **your** best interests in relation to **your** claim conflicts with, or there is a significant risk that it may conflict with, any duty **your adviser** owes, or obligation it has, to any other party.

**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 **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Incident**.

**Excess** – The amount that **you** must pay towards the cost of any claim as stated below:-

Property Infringement and Property Damage:  
£250 per claim. All other sections: Nil

Prior to the issue of court proceedings or a **conflict of interest** arising there is no cover for the costs of any legal representative other than those incurred by **our** panel solicitor.

**Identity Theft** – 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.

**HM Revenue & Customs Full / Aspect Enquiry** - An enquiry under Section 9A of the Taxes Management Act 1970 into **your** PAYE income or gains.

**Insurance Providers** – AmTrust Europe Limited.

**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.

In a claim arising from **identity theft** the **insured incident** is a single act or the start of a series of single acts against **you** by one person or group of people.

In a claim arising from an HM Revenue and Customs Full or Aspect Enquiry, the **insured incident** shall be deemed to be the date HM Revenue and Customs issue a formal notice to **you** notifying of a full enquiry into **your** nonbusiness affairs.

**Insured Period** – One year from the inception or renewal date shown on **your** insurance schedule.

**Legal Action(s)** – The pursuit or defence of civil legal cases for damages or injunctions, or the defence of criminal prosecutions to do with **your** employment, or the defence of motor prosecutions.

# Arc Family Legal Expenses Insurance

**Limit of Indemnity** – The maximum payable in respect of an **insured incident** as stated below: All sections £75,000.

**Standard Advisers' Costs** – The level of **advisers' costs** that would normally be incurred by **insurance providers** in using a nominated **adviser** of **our** choice.

**Territorial Limits** – For consumer disputes and personal injury: The European Union. For all other sections: Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.

**We/Us/Our** – Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the **insurance providers**.

**You/Your** – Any person who has paid the premium and been declared to **us** by **your** insurance advisor. Cover also applies to **your** family members normally 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 your death.

## Cover

### Consumer pursuit

What is insured:

**Advisers' 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. This includes the purchase of **your** main home. In respect of disputes over the purchase of **your** main home, the purchase must have commenced at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:- Claims

- Where the amount in dispute is less than £100 plus VAT
- Involving a vehicle owned by **you** or which **you** are legally responsible for

### Personal injury

What is insured:

**Advisers' costs** to pursue a **legal action** for financial compensation for damages following an accident resulting in **your** personal injury or death against the person or organization responsible.

What is not insured:- Claims

- For the **adviser's** own fees in **legal actions** arising from clinical negligence
- For disbursements that the **adviser** incurs when investigating whether **you** have reasonable prospects of successfully pursuing a **legal action** for clinical negligence
- For stress, psychological or emotional injury unless it arises from **you** suffering physical injury

### Employment disputes

What is insured:

**Advisers' costs** to pursue a **legal action** brought against an employer or ex-employer or prospective employer for a breach of **your** employment rights.

What is not insured:- Claims

- Where the breach of contract occurred within the 90 days from when **you** purchased this insurance or purchased similar insurance which expired immediately before this insurance began
- For **advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any compromise agreement
- Where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment
- For **advisers' costs** awarded by an employment or employment appeals tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) that **you** are ordered or agree to pay



## Property infringement

What is insured:

**Advisers' 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. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

## Property damage

What is insured:

**Advisers' costs** to pursue a **legal action** for financial compensation 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.

## Legal defence

What is insured:

**Advisers' costs** in a **legal action** to defend **your** legal rights in the following circumstances arising out of your **work** as an employee:-

- Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
- In a prosecution brought against **you** in a court of criminal jurisdiction
- In a civil action brought against **you** as a **Data Controller** for compensation under **Data Protection Legislation**
- In civil proceedings brought against **you** under legislation for unlawful discrimination

**Advisers' costs** in a **legal action** to defend **your** legal rights arising out of a motor prosecution brought by **you**.

**Advisers' 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.

**Your** costs of being absent from work to attend any court, tribunal, arbitration disciplinary hearing or regulatory proceedings at the request of the **adviser** or whilst on jury service. The amount **we** shall pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal and subject to a maximum of £1000.

# Arc Family Legal Expenses Insurance

What is not insured:- Claims

- For alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or nonprescription drugs
- For **advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- For parking offences which **you** do not get points on **your** licence for
- Following an allegation of intentional violence or dishonesty

## Consumer defence

What is insured:

**Advisers' costs** to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of **your** main home. In respect of disputes over the sale of **your** main home, the sale must have commenced at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:- Claims

- Where the amount in dispute is less than £100 plus VAT
- Involving a vehicle owned by **you** or which **you** are legally responsible for

## Data protection

What is insured:

**Advisers' costs** to pursue a **legal action** against a person or organisation for breach of **Data Protection Legislation** which has resulted in **you** suffering a financial loss.

## Tax

What is insured:

**Advisers' Costs** incurred by an Accountant if **you** are subject to an HM Revenue and Customs Full or Aspect Enquiry into **your** personal Income Tax position.

This cover applies only if **you** have:-

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

What is not insured:- Claims

- Where deliberate misstatements or omissions have been made to the authorities
- Where the Special Compliance Officer is investigating **your** affairs
- For accountancy fees which relate to **your** business trade or profession
- In respect of income or gains which have been under-declared because of false representations or statements by **you**
- For **advisers' costs** for any amendment after the tax return has initially been submitted to the HM Revenue and Customs

- For **advisers' costs** arising after **you** receive a notice telling **you** that the enquiry has been completed
- Involving a vehicle owned by **you** or which **you** are legally responsible for

### **Tenancy dispute**

What is insured:

**Advisers' costs** to pursue a **legal action**:-

- Following **your** unlawful eviction from a property occupied by **you** under an Assured Shorthold Tenancy. Cover under this section applies to **your** permanent home, and to any other property occupied by **you** on a temporary basis
- Against a landlord following a material breach of a tenancy agreement. The 'material breach' is a breach which has resulted in, or if not rectified is likely to result in the property being unsuitable for continued use

**We** will provide this cover as long as:

- The eviction happens within the period of insurance and within the **territorial limits**

What is not insured:- Claims

- For any dispute which happens within three months of the date this policy starts. (This does not apply if **you** had this cover under another policy, up to the date this policy started)
- To do with the non-payment of rent
- To defend any **legal action** against **you**
- For any dispute with any local authority, public authority or any government department
- Where the cost of rectifying the problem is £250 or less

### **School admission disputes**

What is insured:

**Advisers' costs** in a **legal action** to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy, resulting in the refusal to accept **your** child or children at the state school of **your** preference.

What is not insured:- Claims

- Arising where acceptance at the school involves examinations or other selection criteria
- Involving schools which are not state schools falling under the LEA's jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA
- Arising prior to the submission of an application to the school or LEA
- Arising where the LEA's refusal occurred within the first 6 months of the first **insured period**
- Where the procedure for appealing against the decision to refuse a place at the school has not been followed
- Where the child has been expelled, suspended or permanently excluded from another school
- For children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday

# Arc Family Legal Expenses Insurance

## Probate

What is insured:

**Advisers' costs** to pursue a **legal action** by **you** in respect of a probate dispute involving the will of **your** parents, grandparents, children, step-children or adopted children where **you** are contesting a will as a beneficiary or potential future beneficiary.

What is not insured:- Claims

- In respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced (Intestate)

## Personal Identity Theft

What is insured:

**Advisers' costs** in a **legal action** in respect of **insured incidents** arising from **identity theft**:-

- 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 theft**
- To liaise with credit referencing agencies and all other relevant organisation on **your** behalf to advise that **you** have been the victim of **identity theft**
- To defend **your** legal rights in a **legal action** and/or take reasonable 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 theft**.

What is not insured:- Claims

- Where you have not been the victim of identity theft
- Where the **insured incident** began to occur within 30 days of **you** first purchasing this insurance or similar insurance which expired immediately before this insurance began
- Where the **insured incident** began to occur or had occurred before **you** purchased this insurance
- Where the claim is false or fraudulent
- Where **you** did not take reasonable precautions against **identity theft** or take action to protect yourself from **identity theft**
- Where the **identity theft** has been carried out by somebody living with **you**
- For **advisers' 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
- For any losses other than **advisers' costs** incurred by **you** as a result of **identity theft**

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

**You** must notify claims as soon as reasonably possible and within 45 days of **you** becoming aware of the **insured incident** and complete a claim form which must be returned promptly with all relevant information.

## Vehicle Identity Theft

What is insured:

**Advisers' costs** in a **legal action** to defend civil or criminal legal proceedings arising from use of the vehicle's identity by another person or organisation without **your** permission.

What is not insured:- Claims

- Where the vehicle's identity has been copied by somebody living with **you**
- The **insured incident** began to occur within the first 30 days of the **insured period**.
- **You** did not act to take reasonable precautions against **your** vehicle's identity being copied without **your** permission
- For any losses (other than **adviser's costs**) incurred by **you** as a result of **identity theft**

## Telephone helplines

### 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.

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 a claim form. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

Simply telephone 0344 770 1040 and quote "Saffron Insurance".

### Debt counselling helpline

Managing money well is sometimes overlooked in the pressures of our daily lives. **You** can talk about any financial concerns or worries through **our** 24/7 debt counselling helpline.

Expert confidential help is at hand through **our** trained independent counsellors ready to assist with counselling, support, advice and help. If **your** debt is complicated the counsellor can also direct **your** call to **our** specialist debt experts who will talk through the stages of prioritising the debts and steps to resolution. Importantly once **you** are managing **your** money concerns the support of **our** counsellors is available 24/7 to help **you** find better ways to control future spending and deal with money related issues.

Simply telephone 0344 770 1036 and quote "Saffron Insurance".

### Domestic helpline

Use the 24 hour helpline following an emergency in the home for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to **your** home. **You** will be responsible for the tradesman's charges.

Where appropriate **we** may substitute deployment of a tradesman with the provision of technical advice over the telephone giving **you** the means to rectify the problem yourself.

Simply telephone 0344 770 1041 and quote "Saffron Insurance".

# Arc Family Legal Expenses Insurance

## 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 expenses, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:-

- Legal expenses 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**.

For a cost free initial consultation telephone the legal helpline on 0344 770 1040 and quote "Saffron Insurance".

## Arc Legal Document Service

As an addition to **your** legal expenses cover **you** have access to **our** legal document service, an online legal document service.

This will provide you with:

- Access to a range of free legal documents including wills
- A step by step walkthrough to assist **you** in completing the documents
- Access to a variety of additional family law documents which **you** can try for free before purchasing

The service can be accessed by visiting [www.arclegal.co.uk/legaldocuments](http://www.arclegal.co.uk/legaldocuments) where **you** can register **your** details using the voucher code available from **your** insurance advisor.

## General exclusions

There is no cover where:-

- The **insured incident** began to start or had started before **you** bought this insurance
- **You** should reasonably have realised when buying this insurance that a claim under this insurance might be made
- A reasonable estimate of **your advisers' costs** is more than the amount in dispute
- You fail to give full information or facts to **us** or to the **adviser**
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**
- **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
- Where **you** have other legal expenses insurance cover

There is no cover for:-

- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary

## Call our claims team on 0344 412 2416

- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- **Advisers' costs** of any private prosecution
- Damages, interest, fines or costs awarded against **you** in a criminal court
- Claims over loss or damage where that loss or damage is covered under another insurance policy
- Claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**
- Any claim which is false or fraudulent
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- Appeals without the prior written consent of **us**
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- **Advisers' costs** if **your** claim is part of a class action 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:-

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
- **Computer** software other than proprietary packaged software that has not been tailored to **your** requirements
- Works undertaken or to be undertaken by or under the order of any government or public or local authority
- Planning law
- Constructing buildings or altering their structure except in relation to Consumer disputes providing the amount in dispute is less than £5000 inc. VAT
- Libel, slander or verbal injury
- A dispute between **you** and someone **you** live with or have lived with
- A lease or licence to use property or land other than under the 'Tenancy Disputes' section of cover
- A venture for gain by **you** or **your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- A dispute between persons insured under this policy
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- An allegation of miss-selling or mismanagement of financial services or products
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence land heave land slip mining or quarrying
- A tax or levy relating to **you** owning or living in **your** home
- A manufacturer's warranty or guarantee 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.

# Arc Family Legal Expenses Insurance

## Conditions

### Cancellation

**You** may cancel this insurance at any time by writing to **your** insurance advisor providing 14 days written notice.

**Your** insurance advisor or **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.

### Claims

**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. For claims relating to **identity theft**, these must be reported within 45 days of **you** becoming aware of the incident. **You** can complete and submit **your** claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre).

Alternatively, **we** will send **you** a claim form which must be returned promptly with all relevant information.

**We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.

**You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued 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.

The **adviser** will:-

- Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained
- Keep **us** fully advised of all developments and provide such information as **we** may require
- Keep **us** advised of **advisers' costs** incurred
- Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed
- Submit bills for assessment or certification by the appropriate body if requested by **us**
- Attempt recovery of costs from third parties
- In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**
- **Insurance providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success
- **You** shall supply all information requested by the **adviser** and **us**
- **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid under this insurance will be reimbursed by **you**
- **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

### Disputes

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.



## Reasonable prospects

At any time **we** may form the view that **you** do not have a reasonable chance of winning the case and achieving a reasonable outcome.

If so, **we** may decline support or any further support. In forming this view **we** may take into account:-

- The amount of money at stake
- Whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter
- The prospects of being able to enforce a judgment
- Whether **your** interests could be better achieved in another way

## English Law

This contract is governed by English Law.

## Language

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. Once **you** have contacted the legal helpline **you** can complete and submit **your** claims form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively the legal helpline can send **you** a claim form which must be returned promptly with all relevant information.

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

### 1. 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](http://www.arclegalassistance.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** notice.

### 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 the 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 yet 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**.

Arc contact details are:-

Arc Legal Assistance Ltd PO Box 8921  
Colchester CO4 5YD

T: 01206 615000

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

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

T: 08000 234 567

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

# Arc Family Legal Expenses Insurance

## Compensation

**We** are covered by the Financial Services Compensation Scheme. If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 6778 1100 or 020 7741 4100.

## Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

AmTrust Europe Limited Registered in England and Wales. Company No. 1229676. Authorised by the Prudential Regulation Authority and regulated and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202189. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG. Member of the Association of British Insurers. This can be checked 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.

# Home claims assistance

When things don't go to plan, we go to work.

22 High Street, Saffron Walden, Essex CB10 1AX T: 0344 412 2416

[www.saffroninsurance.co.uk](http://www.saffroninsurance.co.uk)

[claims@saffroninsurance.co.uk](mailto:claims@saffroninsurance.co.uk)