

# Family Legal Expenses Insurance

## Insurance Product Information Document

**Company:** Arc Legal Assistance Limited is registered in England & Wales and is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

**Product:** Premier Family Professional Fees

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?

This policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded.



#### What is Insured?

##### Personal Injury

- ✓ Death of or bodily injury resulting from the negligence of another person.

##### Clinical Negligence

- ✓ Death of or bodily injury resulting from medical, surgical or clinical negligence.

##### Motor Personal Injury

- ✓ Death of or bodily injury resulting from a road traffic collision following the negligence of another person.

##### Consumer Disputes

- ✓ Pursuing or defending a claim, which arises from a contract for services, purchase, hire, hire purchase or sale of personal goods.

##### Travel Disputes

- ✓ Pursuing a breach of contract claim arising from a contract for the purpose of undertaking a holiday.

##### Home Rights

- ✓ Pursuing claims connected to goods or services used in your home or an infringement of your rights relating to your home.

##### Probate

- ✓ The pursuit of a claim in respect of a probate dispute involving the insured person's parents, grandparents or children.

##### Taxation

- ✓ Professional fees arising from or relating to an Aspect Enquiry in excess of £100 or an in-depth HM Revenue & Customs investigations of your personal tax affairs.

##### Employment

- ✓ Disputes with your employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.

##### Criminal Prosecution Defence

- ✓ Defence of your legal rights including appeal, where criminal proceedings have been brought against you.

##### Education

- ✓ Appealing against a decision of a Local Education Authority arising out of the LEA's failure to comply with its published admission policy.

##### Home Sale/Purchase

- ✓ Pursuing claims arising out of a contract for the sale or purchase of the home.

##### Jury Service

- ✓ The actual loss of salary or wages of an insured person for the time off work to attend a Court for Jury Service.

#### What is Insured? Continued

##### Social Media Defamation

- ✓ Defamatory comments made about an insured person through a social media website.

##### Identity Theft

- ✓ Necessary legal expenses and ancillary costs incurred following an event of identity theft.

##### Debt Advice

- ✓ Impartial and confidential debt advice from a Debt Advice Specialist.



#### What is not Insured?

- ✗ Claims where there are no prospects of success.
- ✗ Claims where we consider it is unlikely a favourable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
- ✗ Claims that arose before the commencement of this insurance.
- ✗ Matters in respect of which an insured person is entitled to Legal Aid.
- ✗ Any dispute or prosecution involving a motor vehicle unless the dispute relates to a Motor Personal Injury claim.
- ✗ Any claim falling within the Small Claims Track limit (other than as detailed under Consumer Disputes).
- ✗ Any activity connected to a business or any venture for gain.
- ✗ Any costs incurred in defending or pursuing new areas of law or test cases.
- ✗ Any claims directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.
- ✗ Claims within the first 90 days of the first period of insurance under Consumer Disputes, Home Rights or Employment.
- ✗ Education claims where the refusal to accept the insured's child at the school of their preference is within 6 months of the first period of insurance.
- ✗ Probate claims where a will has not been previously made, concluded or cannot be traced.
- ✗ Consumer Dispute claims where the value in dispute is less than £100.
- ✗ Travel Disputes claims where the value in dispute is less than £150.
- ✗ The first £35 of each and every claim under Travel Disputes.
- ✗ Home Sale/Purchase claims where the amount in dispute is less than £500.



## Are there any restrictions on cover?

- ! The maximum amount payable per claim is £50,000.
- ! The maximum amount payable per period of insurance is £50,000.
- ! The maximum amount payable under Education is £5,000 per claim.
- ! The maximum amount payable under Jury Service Expenses is £2,500 per claim.
- ! Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.



## Where am I Covered?

- ✓ The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.
- ✓ In respect of Travel Disputes, the territorial limits shall be worldwide but only where legal proceedings can be brought in a Court of United Kingdom Jurisdiction.



## What are my obligations?

- At the start of the contract the information you provide must be true and complete to the best of your knowledge and belief and you must tell us if anything changes later.
- You must provide complete and accurate answers to any questions asked.
- You must observe and fulfil the terms, provisions, conditions and clauses of this policy – failure to do so could affect your cover.
- You must notify us during the period of insurance and within 30 days of any circumstances which may give rise to a claim.
- For claims under Travel Disputes, you must notify us during the period of insurance and within 30 days of returning from the holiday subject to the dispute.



## When and how do I pay?

- You should make payment to your broker, this may be by making a one-off payment or your broker may be able to arrange credit facilities.



## When does the cover start and end?

- This cover lasts for one year, and the dates of the cover are specified in your policy schedule.



## How do I cancel the contract?

- If you decide for any reason that this policy does not meet your insurance needs, please return it to your insurance broker within 14 days from the date of purchase or on the day you received your policy documentation. Providing no claims have been made or pending, we will refund you your premium in full.
- You may cancel the insurance cover at any time after this by informing your insurance broker, however, you will not be entitled to a refund of the premium.