

Premier Family Professional Fees Policy

Master Certificate Number: LES/1007/2131

Introduction

Thank **you** for choosing to insure with **us**. Please read carefully all documents that **we** have provided, together with any addendum, endorsements and the **schedule**.

If something's not right, **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** insurance agent immediately. If **you** are unhappy with the terms and wish to cancel the policy, please contact **your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

Assistance Helpline Services

You can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

Legal Advice Helpline

01384 887575

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If **you** wish to make a claim, the helpline can provide **you** with a form that should be submitted directly to Arc Legal Assistance Limited.

Tax Advice Helpline

01384 885744

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of Tax issues and cannot assist with any other insurance matter.

Identity Theft Helpline

01384 397757

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of identity theft issues and cannot assist with any other insurance matter.

Debt Advice Helpline Service

01384 884085

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of debt advice and cannot assist with any other insurance matter.

Making a Claim

If **you** wish to make a claim, it's important to let **us** know as soon as possible and during the **period of insurance**. **You** can obtain and submit a claim form to **us** by using one of the contact methods below.

Online

Visit claims.arclegal.co.uk to submit **your** claim online.

Post

Post **your** claim form to **us** at:

Arc Legal Assistance
Limited,

PO Box 8921
Colchester
CO4 5NE

Telephone

Call the Legal Helpline who will provide you with a claim form.

Terms of Cover

This policy is written on a 'Claims made' basis which means it's important to let **us** know about any potential claims within 30 days and during **this period of insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

This cover is managed and provided by Arc Legal Assistance Limited. The insurance parts of this section are underwritten by the Insurer and **We** act on their behalf.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your** claim, **your** obligations to **us** under the policy and how **we** will handle **your** claim.

Meaning of Words

The words or expressions set out below have the following meaning wherever they appear emboldened in this policy.

Aspect Enquiry	An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.
Authorised Professional	A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your interests.
Civil Legal Action	When formal legal proceedings are taken against an opponent in a Court of Law.
Claim Limits	The amount we will pay in respect of any one claim and the total amount payable within any one period of insurance as specified in the schedule .
Costs	Your authorised professional's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs . This includes costs following an 'out-of-court' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay.
Court	A Court , tribunal or other competent authority.
Credit Reference Agency	Equifax, Experian and Call Credit.
Criminal Legal Action	When a criminal investigation against you commences.
Event	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.
Excess	The first amount of each and every claim as detailed in the schedule or insured event .
Holiday	A trip outside of the United Kingdom or a trip within the United Kingdom which includes two or more consecutive nights stay in pre-booked accommodation.
Home	Your principal, private dwelling.
Identity Theft	The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.
Indirect Losses	Losses and/or damage which are not directly associated with the incident that caused you to claim, unless expressly stated in this policy.
Insurer	This insurance is administered by Arc Legal Assistance Limited and underwritten by AmTrust Specialty Limited
Insured Vehicle	A vehicle that you own or for which you are legally responsible.
Payment Card	Bank, charge, cheque, credit, debit and cash dispenser cards.
Period of Insurance	The dates as shown on your schedule .
Prospects of Success	At least a 51% or higher chance of you achieving a favourable outcome.
Schedule	The document which details your personal information for the purposes of this insurance and is attached to and forms part of this policy.
Standard Professional Fees	The level of costs that would normally be incurred by us in using an authorised professional of our choice.
Territorial Limits	The United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man. In respect of Travel Disputes, the territorial limits shall be worldwide but only where civil legal action can be bought in a Court of United Kingdom Jurisdiction.
Terrorism	The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
Time of Occurrence	Civil Cases – Clinical Negligence (where covered by this policy) – the date upon which the event first became known. All other Civil Cases –the date upon which the event first occurred. Criminal Cases –the time at which you are charged with an offence.
We, Us, Our	Arc Legal Assistance Limited and AmTrust Specialty Limited
You, Your	a) The person named as the policyholder in the schedule . b) The husband or wife of the policyholder, or the policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates. c) The children of the policyholder, normally resident in the home .

Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the period of insurance.

Insured Events

Personal Injury	
What is Covered?	What is Excluded?
Costs to pursue civil legal action against a third party where their negligence has led to your death or bodily injury.	<ol style="list-style-type: none">1. Claims arising from medical, surgical, clinical negligence or cosmetic procedures.2. Claims relating to pharmaceuticals or tobacco products.3. Claims for stress, psychological or emotional injury.4. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden event.

Clinical Negligence	
What is Covered?	What is Excluded?
Costs to pursue civil legal action against a third party where their medical, clinical or surgical negligence has led to your death or bodily injury.	<ol style="list-style-type: none">1. Claims for stress, psychological or emotional injury.2. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden event.

Motor Personal Injury	
What is Covered?	What is Excluded?
Costs to pursue civil legal action against a third party where their negligence has led to a road traffic collision involving the insured vehicle , resulting in your death or bodily injury.	<ol style="list-style-type: none">1. Claims for stress, psychological or emotional injury.2. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden event.

Consumer Disputes	
What is Covered?	What is Excluded?
<p>Costs to pursue or defend civil legal action arising out of a contract you have entered into for:</p> <ol style="list-style-type: none">a) Obtaining services.b) The purchase, hire, hire-purchase or sale of any personal goods. <p>Claims within the Small Claims Court Limits The payment of appropriate experts and Court fees together with assistance provided by our in-house legal advisors.</p> <p>Claims above Small Claims Court Limits The payment of costs incurred by the authorised professional appointed by us.</p>	<ol style="list-style-type: none">1. Claims where the amount in dispute is less than £100.2. Any contract entered into by you in connection with a profession, business or trade.3. Any dispute that arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after you took out the insurance or you had equivalent cover immediately prior to the inception of this policy without a break in cover.4. Any contract relating to work carried out, in, on or for the benefit of land or buildings other than the home.5. Any claim arising from constructing, renovating or demolishing buildings or altering their structure for your use (this does not apply to common home improvements such as installing double glazing or replacing kitchens or bathrooms).6. Any dispute with local or government authorities.7. Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial service or products.

Travel Disputes	
What is Covered?	What is Excluded?
<p>Costs to pursue civil legal action arising from a contract entered into by or on your behalf for the purposes of undertaking a holiday in order to seek compensation and/or implementation of the contract from:</p> <ul style="list-style-type: none"> a) Your tour operator or holiday company. b) Your travel agent. c) A car hire company with whom you have pre-booked a vehicle. d) An airline, ferry, train, cruise liner or coach operator. e) A hotelier or property owner. 	<ol style="list-style-type: none"> 1. Claims where the amount in dispute is less than £150. 2. An event not reported to us within 30 days of returning from the holiday. 3. Costs and expenses which a court of criminal jurisdiction orders to be paid. 4. Actions pursued in order to obtain satisfaction of a judgement or legally binding decision. 5. Your travelling expenses, subsistence allowance or compensation for absence from work. 6. Claims where the contract cannot be evidenced and is not recorded in writing. 7. The first £35 of each and every claim.

Home Rights	
What is Covered?	What is Excluded?
<p>Costs to pursue civil legal action following:</p> <ul style="list-style-type: none"> a) Loss or damage to the home or goods in the home that belong to you or for which you are responsible. b) An alleged infringement of your rights that relate to the home. 	<ol style="list-style-type: none"> 1. Claims relating to the planning, erection, alteration, construction, conversion or extension of buildings or parts of buildings. 2. Any dispute with local or government authorities, or third parties working on their behalf. 3. Any dispute involving leased or rented property. 4. Any dispute that arises less than 90 days after the insurance first started unless you had equivalent cover immediately prior to the inception of this policy without a break in cover. 5. Any claim to establish your legal rights in relation to your home. 6. Any claim relating to subsidence, mining or quarrying.

Probate	
What is Covered?	What is Excluded?
<p>Costs to pursue civil legal action in respect of a probate dispute involving the will of your parents, grandparents or children where you are a beneficiary of the will.</p>	<ol style="list-style-type: none"> 1. Claims where a will has not been previously made, concluded or cannot be traced (intestate).

Taxation	
What is Covered?	What is Excluded?
<p>Costs arising from or relating to an Aspect Enquiry or a full HM Revenue & Customs investigation of your personal tax affairs.</p>	<ol style="list-style-type: none"> 1. Aspect Enquiries less than £100. 2. Where the investigation or enquiry began before the insurance first started or where you should have reasonably realised a claim may occur. 3. Investigations or enquiries by or transfer to a Special Compliance Officer. 4. Claims arising from a false or misleading statement or representation to the HM Revenue & Customs. 5. Any case where you or your tax advisor have not taken reasonable care to act in accordance with tax legislation. 6. Any claims arising from deficiencies in books, records, accounts or returns including the cost of completing or correcting a return. 7. Any change in a tax investigation or Aspect Enquiry when it becomes clear that HM Revenue & Customs suspect fraud.

Employment	
What is Covered?	What is Excluded?
<p>1. Costs for advice and guidance during any formal internal employment proceedings, including any settlement or compromise negotiations or during ACAS Early Conciliation negotiations, up to £250.</p> <p>2. The cost of you taking civil legal action against your employer for compensation, reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.</p>	<p>1. Any dispute that arises less than 90 days after the insurance first started unless you had equivalent cover immediately prior to the inception of this policy without a break in cover.</p>

Criminal Prosecution Defence	
What is Covered?	What is Excluded?
<p>Costs to defend criminal legal actions taken against you.</p> <p>Where a legal aid (or equivalent) scheme is available to you it must be utilised. Where such assistance is granted, costs will be limited to a sum equal to any pre-verdict contribution payable by you.</p>	<p>1. Costs required to be paid by you in excess of any assessed contribution.</p> <p>2. Any legal aid (or equivalent) contribution or costs payable post-verdict.</p> <p>3. Any costs where you fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme.</p> <p>4. Costs to defend any action, enforcement or recovery of sums payable against you under the rules of any legal aid (or equivalent) scheme.</p>

Education	
What is Covered?	What is Excluded?
<p>Costs to appeal the decision of a Local Education Authority (LEA) following their failure to comply with their published admission policy, resulting in the refusal to accept your child or children at the state school of your preference.</p> <p>Subject to a limit of £5,000 any one claim.</p>	<p>1. Claims where acceptance at the school involves examinations or other selection criteria.</p> <p>2. Any dispute that arises less than 6 months after the insurance first started unless you had equivalent cover immediately prior to the inception of this policy without a break in cover.</p> <p>3. Claims where the procedure for appealing against the decision to refuse a place at the school has not been followed.</p> <p>4. Claims where the child has been expelled, suspended or permanently excluded from another school.</p> <p>5. Claims for children under 5 years of age other than for admission disputes arising where the entry shall be in the academic year prior to their 5th birthday.</p> <p>6. Claims arising from or relating to an Education, Health and Care Plan.</p>

Home Sale / Purchase	
What is Covered?	What is Excluded?
<p>Costs to pursue a claim arising out of a contract for the sale or purchase of your home, entered into by you or on your behalf, against:</p> <ul style="list-style-type: none"> a) The vendor of the home. b) Your mortgage lender. c) Your property valuer or surveyor. d) Your solicitor or licenced conveyancer. e) A builder providing warranty on the home or any built-in domestic appliance. f) The public utility responsible for the connection of electricity, gas, water, sewage or telephone services to your home. g) The removal firm contract to move your household possessions. 	<p>1. Any dispute where you purchased or sold the home before this policy commenced unless you had equivalent cover immediately prior to the inception of this policy without a break in cover.</p> <p>2. Claims arising from the purchase or sale of any property which is not your principal, permanent place of residence.</p> <p>3. Claims arising from failure to complete the purchase or sale of the home where you decided to withdraw from the transaction.</p> <p>4. Claims where the amount in dispute is less than £500.</p>

Jury Service Expenses	
What is Covered?	What is Excluded?
<p>Costs for the actual amount of salary or wages you lose while off work to attend a Court for jury service.</p> <p>Subject to a £2,500 limit per claim.</p>	<ol style="list-style-type: none"> Salary or wages that can be recovered from the relevant Court or your employer Claims where you are unable to prove your loss.

Social Media Defamation	
What is Covered?	What is Excluded?
<p>Costs incurred where defamatory comments are made about you through a social media website. We will:</p> <ol style="list-style-type: none"> Contact the provider of the social media website to request that the comments are removed. Write a letter to the author of the defamatory comments requesting that they are removed. This is only possible where the identity of the author is known. 	<ol style="list-style-type: none"> Claims if you are under the age of 18.

Identity Theft	
What is Covered?	What is Excluded?
<ol style="list-style-type: none"> Costs arising from identity theft: <ol style="list-style-type: none"> To defend a claim from a financial institution, merchants or their collection agencies. For the removal of any criminal or civil judgements wrongly entered against you. To challenge the accuracy or completeness of any information in a credit reference agency report. To create documents needed to prove you're innocent in terms of any financial irregularities committed unlawfully. Postal and phone costs you have to pay to deal with financial institutions, the Police and credit reference agencies to report or discuss Identity theft. Fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect information. Your loss of earnings following time away from work to go and see the Police, financial institutions or credit reference agencies to report or discuss Identity theft. 	<ol style="list-style-type: none"> Any claims connected with your business, profession or occupation. Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by you, or any other person acting in collusion with you.

Identity Theft Claims Conditions
<p>If you discover your identity has been stolen, please follow the below:</p> <ol style="list-style-type: none"> File a Police report within 48 hours. Contact the Identity Theft Helpline Service on 01384 397757. Ensure you provide your address history for the past 6 years. Let your financial institutions, payment card company(ies) and all other accounts know of the identity theft as soon as possible. Fill out and return any claim forms, including an authorisation for us to obtain records and other necessary information if applicable. If you wish to make a claim for lost wages, you must send us proof from your employer and provide evidence to show that it was necessary. Send us copies of any demand notices, summonses, complaints or legal papers received in connection with a loss suffered. Take all necessary action to prevent further damage to your identity.

Debt Advice	
What is Covered?	What is Excluded?
<p>We will provide impartial and confidential debt advice, for you as an individual, from a Debt Advice Specialist (operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays).</p>	<ol style="list-style-type: none"> Any costs and or fees incurred in the process of using this service.

General Exclusions

1. **Costs** incurred:
 - a. In respect of any **event** where the **time of occurrence** commenced prior to the commencement of this insurance.
 - b. Where **you** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
 - c. Before **our** written acceptance of a claim.
 - d. Before **our** approval or beyond those for which **we** have given **our** approval.
 - e. Where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**.
 - f. Where **you** are responsible for anything which in **our** opinion prejudices **your** case.
 - g. If **you** withdraw instructions from **or**, fail to respond to the **authorised professional**, withdraw from the legal proceedings or the **authorised professional** refuses to continue to act for **you**.
 - h. Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All **costs** incurred up until this stage will become **your** responsibility.
 - i. In excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
2. Any claim if **we** consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **costs** incurred.
3. Claims where **you** fail to follow the advice or proper instructions of **us** or the **authorised professional**.
4. Appeals where **you** have failed to notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice.
5. Any **costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
6. **Costs** arising from computer software tailored by the supplier to **your** own requirements.
7. Legal action outside the **territorial limits**, and/or proceedings in constitutional, international or supranational courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.
8. Any dispute relating to written or verbal remarks which damage **your** reputation, unless appropriately covered under Social Media Defamation.
9. Any disputes involving a contract of insurance.
10. Any disputes with **us** not dealt with under the arbitration condition.
11. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information.
12. An application for judicial review or any **costs** incurred in new areas of law or test cases.
13. Any **costs** relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
14. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a claim under Motor Personal Injury.
15. Any dispute between **you** and **your** family or a matrimonial or co-habitation dispute unless the dispute is with **your** professional advisor other than appropriately covered under Probate.
16. Any claims falling within the Small Claims Track unless appropriately covered under Consumer Disputes.
17. Any matter in respect of which you are entitled to legal aid (or equivalent), our liability shall be limited to the sum equal to any assessed contribution payable by you.
18. Any matter arising from or relating to any business, trading activity or venture for gain.
19. Any legal action between **you** and a central or local government authority or any third party acting on their behalf unless **you** have suffered or could suffer pecuniary loss or concerning the imposition of statutory charges.
20. Any claim that could've been accepted or rejected under a previous or new legal expenses policy for the reason of this policy being written on a different claims notification basis.
21. Any claim arising from or relating to a class action.
22. Any direct or indirect liability, loss or damage caused:
 - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b. by computer viruses.This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
23. Any claim or expense of any kind caused directly or indirectly by:
 - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
24. Any loss or damage caused by any sort of war, invasion or revolution.
25. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
26. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

Policy Conditions

Notifying Us

If anything happens which could lead to a claim under this policy, **you** must let **us** know as soon as possible by submitting a claim form and giving **us** with all the information that **we** might need. Until **you** have let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any **costs**, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that **you** must notify claims in writing directly to Arc Legal Assistance Limited. Informing any of **our** Advice Helplines does not constitute as notification of a claim.

Claims Decision

The decision to accept **your** claim will take into account the advice of the **authorised professional**, as well as **our** own claims handlers. **We** may require, at **your** expense, an opinion of an expert or counsel on the merits of **your** claim. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.

Your claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **your** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with **your** claim.
4. The **event** and action required are covered by this insurance under the Insured **Events** section. The **event** must have happened within the **territorial limits** and during the **period of insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **your** claim or during the course of it **we** may find:

1. **Your prospects of success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support **your** claim and will tell **you** why in writing.

We may also limit the **costs** that **we** pay under the policy for **your** claim in the following circumstances:

1. **We** consider it is unlikely a favourable settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. There are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, where it may cost **us** more to handle a claim than the amount in dispute **we** may, at **our** discretion, pay to **you** the amount in dispute which will represent full and final settlement under this policy providing **you** have complied with all terms and conditions.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **costs** incurred to date will become **your** own responsibility and will need to be repaid to **us**.

Representation

If **your** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on **your** behalf. **We** will also select an **authorised professional** of **our** choice to act on **your** behalf.

If legal action is agreed by **us**, **you** can continue to use the **authorised professional** **we** have selected. However, **you** are also entitled to nominate an **authorised professional** of **your** choice, although this must be agreed with **us** in advance, confirmed in writing and **you** will be responsible for any **costs** in excess of **our standard professional fees**. **You** will need to satisfy **us** that **your** chosen representative has the appropriate experience and skills to represent **you**, and **you** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred in arbitration in accordance with the policy conditions.

Conduct of Claim

1. It's important to co-operate with **us** at all times. **You** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of **your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to (at no cost to **us**) obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose.
3. **You** or the **authorised professional** must notify **us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and **you** must await **our** written agreement before accepting or declining any such offer.
4. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert, agent or any other person without **our** agreement.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs, charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Fraud

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **you** will not be entitled to any refund of premium or benefit under the policy. **We** may also take legal action against **you** and inform the appropriate authorities.

Arbitration

Any dispute between **you** and **us**, which is not solved by either party, will be governed by the laws of England and Wales and will be referred to a single arbitrator. The arbitrator shall be a solicitor or barrister on whom **we** both agree. If **we** are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion **costs** in the case that a decision is not clearly made against either party.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** 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 **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** 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. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

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

Sometimes **We** 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). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

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

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Cancellation

If **you** decide this policy does not meet **your** insurance needs, please return it to **your** agent within 14 days from the date of purchase. Providing that no claims have been made, **we** will refund **your** premium in full. **You** may cancel **your** policy at any time after the first 14 days by informing **your** agent, although no refund of premium will be payable.

We may at any time cancel **your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

Act of Parliament

Any reference to an Act of Parliament within the policy shall include an amending or replacing Act, and also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless **your** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, **you** should in the first instance contact Arc Legal Assistance Ltd.

Write to **us** at:

Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5NE

Email **us** at:

customerservice@arclegal.co.uk

Call **us** on:

01206 615000

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR.

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

AmTrust Specialty Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

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 or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, 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. 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.