

Family Legal Expenses Insurance

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf We act.

If You make a valid claim under this insurance, We will appoint Our panel solicitors, or their agents, to handle Your case. You are not covered for any other legal Advisers' 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 an Adviser of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs

The insurance covers Advisers' Costs up to the Limit of Indemnity where:-

- a) The Insured Incident takes place in the Insured Period and within the Territorial Limits and
- b) The Legal Action takes place in the Territorial Limits.

DEFINITIONS

Adviser	Our specialist panel solicitors or their 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 adviser nominated by You.
Advisers' Costs	Reasonable legal or accountancy fees and disbursements incurred by the Adviser 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
Excess	The amount that You must pay towards the cost of any claim as stated below:- Property section: £250 All other sections Nil
H M Revenue and Customs Full Enquiry	An enquiry under Section 9A of the Taxes Management Act 1970 into Your PAYE income or gains.
Insurance Providers	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
Insured Incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
Insured Period	One year from the inception or renewal date shown on Your insurance schedule.
Legal Action(s)	The pursuit or defence of civil legal cases for damages or injunctions, the defence of criminal prosecutions to do with Your employment and the defence of motor prosecutions.
Limit of Indemnity	The maximum payable in respect of an Insured Incident as -stated below: All sections: £50,000
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.
Territorial Limits	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, or on whose behalf the premium has been paid and been declared to Us by Direct Group and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to that person's family members normally resident with them including Your children who may not be resident with You for part of the year due to their attendance at university or college. 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 Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. The contract must have been made after You first purchased this insurance .

What is not insured:- Claims

- Where the amount in dispute is less than £125 plus VAT
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Personal Injury

What is insured

Advisers' Costs to pursue claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.

What is not insured:- Claims

- Arising from medical or clinical treatment, advice, assistance or care
- Arising from stress, psychological or emotional injury
- Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event

Employment Disputes

What is insured

Advisers' Costs to pursue an action brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of Your contract of employment.

What is not insured:- Claims

- Where the breach of contract must have occurred at least 90 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began
- For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)

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- 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 an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- For Advisers' Costs awarded by an Employment or Employment Appeals Tribunal that **You** are ordered or agree to pay

Property Infringement

What is insured

Advisers' Costs to pursue actions 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.

What is not insured Claims

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Motor Prosecution Defence

What is insured

Advisers' Costs to defend motoring prosecutions in respect of an offence, arising from Your use of a Motor Vehicle. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of Us.

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 non prescribed drugs
- For Advisers' Costs where the member is entitled to a grant of legal aid from the Legal Services Commission, 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

Consumer Defence

What is insured

Advisers' Costs to defend Legal Action brought against You following a breach of a contract You have for selling goods for the private and personal use of another person. The contract must have been made after the You first purchased this insurance.

What is not insured:- Claims

- Where the amount in dispute is less than £125 plus VAT
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Tax

What is insured

Accountancy fees if You are subject to an H M Revenue and Customs Full 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 H M 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 H M Revenue and Customs.
- For Advisers' Costs arising after You receive a notice telling You that the enquiry has been completed.

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 help line may be able to offer You assistance under a private funding arrangement.

Simply telephone **0844 770 1040** and quote **"Uinsure Family Legal Expenses Insurance"**.

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.

GENERAL EXCLUSIONS

1. There is no cover where:-

- The Insured Incident began to start or had started before You bought this insurance
- You should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- A reasonable estimate of Your Advisers' Costs of acting for You is more than the amount in dispute
- You fail to give full information or facts to Us or to the Adviser on a matter material to Your claim
- 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

2. There is no cover for: -

- The Excess
- 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
- 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 arising from 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
- Claims made by or against Uinsure, Direct Group, the Insurance Providers, the Adviser or Us
- Any claim You make 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

3. 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
- Planning law
- Constructing buildings or altering their structure
- 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
- 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.
- An application for a judicial review
- Professional Fees incurred in 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 your owning or living in your home
- A manufacturer's warranty or guarantee;
- A dispute between persons insured under this policy.

4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

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CONDITIONS

1. Cancellation

You may cancel this insurance at any time by writing to Direct Group Limited, Customer Services, Direct House, White Rose Way, Doncaster DN4 5NU, providing fourteen days written notice. If You exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided You have not already made a valid claim against the insurance.

We or Direct Group may cancel the insurance by giving fourteen 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.

2. Claims

- a) You must notify claims as soon as reasonably possible by telephoning **0844 770 1040** 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. We will provide You with a claim form which must be returned promptly with all relevant information.
- b) 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.
- c) 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 an Adviser to act for You, You may do so. Where You have elected to use an Adviser of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs. The Adviser must:-
 - i.) Represent You in accordance with Our standard conditions of appointment
 - ii.) Confirm in writing that he will enable You to comply with his obligations under this insurance.
 - ii.) Agree with Us the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding.
- d) The Adviser will:-
 - i.) Provide a detailed view of Your prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep Us fully advised of all developments and provide such information as We may require.
 - iii.) Keep Us advised of Advisers' Costs incurred.
 - iv.) Advise Us of any offers to settle and payments in to court. If against Our advice such offers or payments are not accepted there shall be no further cover for Advisers' Costs unless We agree in Our absolute discretion to allow the case to proceed.
 - v.) Submit bills for assessment or certification by the appropriate body if requested by Us.
 - vi.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to Advisers' Costs We may require You to change Adviser.
- f) 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.
- g) You shall supply all information requested by the Adviser and Us.
- h) 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.

3. Disputes

Subject to Your right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between You and Us shall 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.

4. 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 consider:-

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

5. English Law

This contract is governed by English Law.

6. 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.

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.

Data Protection Act

Your details and details of Your insurance cover and claims will be held by Us and or the Insurance Providers for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

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.

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Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 0844 770 9000

Email: enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 0845 080 1800

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

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance cannot meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 020 7892 7300.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FCA's register by visiting the website www.fsa.gov.uk/register or by contacting the FCA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Conduct Authority here in the UK. Their FCA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

IPA address details are:-

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered Branch No: FC008998