

## Insurance product information document

Company: Arc Legal Assistance Limited

Product: Family Legal Protection

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.

This document gives a summary of the main features of your legal expenses cover.

### What is this type of insurance?

Family Legal Protection gives insurance to cover up to £50,000 for advisers' costs for certain types of legal action(s) as set out in this document, your legal expenses policy wording and your policy schedule provided that the relevant section of cover is in place.



#### What is insured?

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

- ✓ **Consumer Pursuit:** To pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling your own personal goods.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Disputes:** To pursue a legal action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an employee of your contract of employment or legal rights under employment laws.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to your main home.
- ✓ **Personal Identity Fraud:** Costs as a result of identity fraud:
  - To defend your legal rights and/or take steps to remove County Court Judgments against you that have been obtained by an organisation from which you are alleged to have purchased, hired or leased goods or services.
  - 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 fraud.
  - In order to liaise with credit referencing agencies and all other relevant organisations on your behalf to advise that you have been the victim of identity fraud.



#### What is not insured?

The policy does not provide cover for:

- ✗ Events that started before the policy began.
- ✗ Any legal action if there are no prospects of success. This is where you do not have a 51% or higher chance of winning the case and achieving a successful outcome.
- ✗ Claims for Consumer Pursuit or Consumer Defence if the amount in dispute is less than £250 (plus VAT). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ Claims relating to disputes with anyone you live with or have lived with; or any costs covered by another insurance policy.
- ✗ Any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



## Are there any restrictions on cover?

- ! **Excess:** You are responsible for the first £250 of any claim under the Property Infringement section of cover.
- ! **Qualifying Period:** There is a 90 day qualifying period for claims for Employment Disputes, and a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **Freedom of Choice:** Only at the point it may be necessary to start court proceedings do you have the right to choose an adviser of your own choice to act for you. Should you choose to do so, we will only pay standard advisers' costs up to £100 per hour plus VAT (this may vary from time to time at our discretion). It is important that if you decide to choose your own adviser that you ensure they are suitably experienced and competent to act on your behalf, we will not be able to provide any advice or guidance in relation to choosing a non-panel adviser.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you are responsible for any advisers' costs.



## Where am I covered?

- ➔ Claims which happen in, or where proceedings are brought in The United Kingdom, the Channel Islands and the Isle of Man.



## What are my obligations?

- ➔ You must tell us about a claim as soon as possible once you become aware of the incident and, in any event, not later than 180 days after you become aware of the incident, or 45 days for claims relating to Identity Fraud.
- ➔ You must give us, at your own expense, all of the information which we need to decide whether a claim will be accepted.
- ➔ You will supply all information asked for by the adviser and us.
- ➔ You must get our agreement before incurring any legal advisers' costs.



## When and how do I pay?

This insurance is arranged by your insurance adviser, umbri Limited. Please refer to the documentation given to you when you take out this insurance to understand when and how you pay for this insurance.



## When does the cover start and end?

Please look at your policy schedule which will show when the insurance cover starts and ends, it will also tell you how your insurance is renewed.



## How do I cancel the contract?

If you have taken out this legal expenses cover as an optional add-on to your flex cover, you can cancel this insurance at any time by telling your main home insurance provider, umbri Limited, and giving 14 days written notice. You cannot cancel your policy on date in the past. If you do this within 14 days of taking out this insurance, you will get a full refund of premium if you have not already made, and do not intend to make, a claim under this insurance. If you cancel at any time after the first 14 days, you will get a pro rata refund of premium for the remaining term of this insurance as long as you have not made, and do not intend to make, a claim. The cancellation fee charged will be same as that of your main home insurance contract, that you can find in your policy schedule.

If this legal expenses cover is provided automatically as part of your main home insurance contract, i.e., the Max cover, it cannot be cancelled on its own. For details on how to cancel your main home insurance contract please contact umbri Limited.

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