

FAMILY LEGAL EXPENSES POLICY



IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.

- All potential claims must initially be reported to Our appropriate Claims Notification and Helpline Services detailed below:-

Legal Claims Notification & Advice Helpline Service – 01384 887575

Operates 24 hours a day, 365 days a year.

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

Tax Claims Notification Helpline Service – 01384 377000

Tax Advice Helpline Service – 01384 885744

Identity Theft Claims Notification & Advice Helpline Service – 01384 397757

Operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays.

This Helpline Service is only in respect of Tax or Identity Theft issues and cannot assist with any other insurance matter.

- This is a policy where You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.
- If You can convince Us that there are Prospects of Success in Your claim and that it is necessary for Professional Fees to be paid We will:-
 - take over the claim on Your behalf;
 - appoint a specialist of Our choice to act on Your behalf.
- We may limit the Professional Fees that We pay under the policy where:-
 - We consider it is unlikely a sensible settlement of Your claim will be obtained; or
 - there is insufficient prospects of obtaining recovery of any sums claimed; or
 - the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your 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.

- If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request).
- At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.
- In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any Professional Fees incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

Please note that if You engage the services of anyone prior to making contact with the appropriate Claims Notification and Advice Helpline Service and incur any costs without Our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the appropriate Claims Notification and Helpline Service.

<p>The Legal Claims Notification & Advice Helpline Service telephone number is 01384 887575.</p>	<p>Operates 24 hours a day 365 days a year.</p>
<p>The Tax Claims Notification Service Telephone number is 01384 377000.</p> <p>The Tax Advice Helpline Service telephone number is 01384 885574.</p>	<p>Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays.</p>
<p>The Identity Theft Claims Notification & Advice Helpline Service telephone number is 01384 397757.</p>	<p>Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays.</p> <p>Outside of these hours You should visit www.legalim.co.uk/idtheft where You will be able to understand what action You should immediately take, useful contact points and register a claim with Us.</p>
<p>Calls to the helpline cost up to 12p per minute from your landline and up to 45p from your mobile. Please note, charges may vary depending on your network provider.</p>	
<p>Please note that the Legal Claims Notification & Advice Helpline service is not empowered to give advice on the admissibility of any claim under this policy.</p>	
<p>If You wish to make a claim or You have a query relating to policy cover You should contact:</p>	<p>Visit claims.arclegal.co.uk to submit your claim online.</p> <p>Post your claim form to us at:</p> <p>Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5NE</p>

Claims Made Policy

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

POLICY DEFINITIONS

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

Agent

The Agent appointed by the Coverholder to transact this insurance with You.

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 or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

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 within the Schedule.

Court

A Court, tribunal or other competent authority.

Credit Reference Agency

Equifax, Experian, and Call Credit.

Event

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

Excess

The first amount of each and every claim as detailed on the Schedule or Insured Event.

Home

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

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 or damage which is not directly associated with the incident that caused You to claim, unless expressly stated in this policy.

Insured Person

- a) The Policyholder named 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 Policyholder's children and parents, normally resident in the Home.

Insurer

This insurance is administered by Arc Legal Assistance Ltd and underwritten by Royal & Sun Alliance Insurance Ltd.

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

Payment Card

Bank, charge, cheque, credit, debit, and cash dispenser cards.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

Professional Fees

Legal and accountancy fees and costs including disbursements properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

Prospects of Success

At least a 51% chance of the Insured Person(s) achieving a favourable outcome

Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

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 - when the Event occurred or commenced whichever is the earlier.

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

We, Us, Our

Arc Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd.

COVER

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy Excess if applicable, We will pay Your claim in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Claim Limit subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

INSURED EVENTS

Section 1 - Personal Injury	
What is Covered?	What is Excluded?
<p>Pursuing a civil claim for damages in respect of death of or bodily injury to an Insured Person caused by negligence.</p>	<p>Excluding:-</p> <ol style="list-style-type: none"> 1. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products); 2. any claim arising from a stress or psychological related condition; 3. any claim relating to the extended use of artificial tanning equipment; 4. a claim falling within the Small Claims Track limits.

Section 2 - Consumer Disputes	
What is Covered?	What is Excluded?
<p>Pursuing or defending claims arising out of a contract entered into by or on behalf of an Insured Person for:-</p> <ol style="list-style-type: none"> 1. obtaining services; 2. the purchase, hire, hire–purchase or sale of any personal goods. <p>Claims within Small Claims Court Limits The payment of appropriate experts and Court fees together with assistance provided by Our own in-house legal advisors to construct Your case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100.</p> <p>Claims above Small Claims Court Limits The payment of Professional Fees incurred by the Appointed Professional appointed by Us.</p>	<p>Excluding: -</p> <ol style="list-style-type: none"> 1. any contract entered into by an Insured Person in connection with a profession, business or trade; 2. any contract where the dispute arises within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover; 3. any contract under which a sum of money was due and payable more than 180 days before the claim was reported; 4. any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the Home; 5. any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such Contract; 6. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings; 7. any disputes with local or government authorities.

Section 3 - Home Rights	
What is Covered?	What is Excluded?
<p>The pursuit of civil claims: -</p> <ol style="list-style-type: none"> 1. loss or damage to:- <ol style="list-style-type: none"> a) goods in the Home owned by or for which an Insured Person is responsible; or b) the Home; 2. an alleged infringement of rights appertaining to the Home. 	<p>Excluding: -</p> <ol style="list-style-type: none"> 1. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings; 2. disputes with local or government authorities; 3. disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement; 4. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property; 5. actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works; 6. a dispute arising within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover; 7. claims relating to material damage covered by another relevant insurance policy; 8. mining subsidence.

Section 4 – Taxation

What is Covered?	What is Excluded?
Professional Fees arising from or relating to an Aspect Enquiry or an in-depth HM Revenue & Customs investigation of an Insured Person's personal tax affairs.	Excluding Professional Fees arising:- <ol style="list-style-type: none">1. Aspect Enquiries less than £100;2. where the investigation or enquiry had commenced before the first Period of Insurance or the Insured Person should have realised that a claim might occur;3. from investigation or enquiry by or transfer to the Special Compliance Office;4. as a result of a false or misleading statement or representation to the HM Revenue & Customs;5. from deficiencies in books, records, accounts or returns including the costs of repairing a return;6. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.

Section 5 – Employment

What is Covered?	What is Excluded?
<ol style="list-style-type: none">1. Advice and guidance during any formal internal employment proceedings, including any settlement or compromise negotiations or during ACAS Early Conciliation negotiations, up to £250.2. A dispute with an Insured Person's employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.	Excluding: - situations where the dispute arises within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover.

Section 6 – Education

What is Covered?	What is Excluded?
Appealing 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 the Insured Person's child or children at the state school of their preference, subject to a Claim Limit of £5,000 any one claim.	Excluding claims:- <ol style="list-style-type: none">1. arising where acceptance at the school involves examinations or other selection criteria;2. 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;3. arising prior to the submission of an application to the school or LEA;4. arising where the LEA's refusal occurred within the first 6 months of the first Period of Insurance;5. where the procedure for appealing against the decision to refuse a place at the school has not been followed;6. where the child has been expelled, suspended or permanently excluded from another school;7. for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

Section 7 - Jury Service Expenses

What is Covered?	What is Excluded?
The actual loss of the salary or wages of an Insured Person for the time off work to attend a Court for Jury Service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim and that such salary or wages are not recoverable from the relevant Court.	Excluding:- the first 5 days of such service.

Section 8 - Identity Theft

What is Covered?	What is Excluded?
<p>Following an Event of Identity Theft:</p> <ol style="list-style-type: none">1. necessary Legal Expenses and ancillary costs incurred:<ol style="list-style-type: none">a) to defend a claim from a financial institution, merchants or their collection agencies;b) for the removal of any criminal or civil judgements wrongly entered into against the Insured Person;c) challenging the accuracy or completeness of any information in a Credit Reference Agency report; andd) to create documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully;2. postal and phone costs the Insured Person has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft;3. fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information;4. the Insured Person's lost earnings as a result of time away from work to go and see the Police, financial institutions or Credit Reference Agencies report to discuss an actual Identity Theft. <p>The Events above must be as a result of an actual Identity Theft.</p>	<p>Excluding:-</p> <ol style="list-style-type: none">1. any Identity Theft connected with Your business, profession, or occupation;2. any legal action where the Insured Person does not have a reasonable prospect of success;3. any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an Insured Person, or any other person acting in collusion with an Insured Person;4. any Indirect Losses other than as identified above.

Identity Theft Claims Conditions

Please read the following carefully to comply with the conditions of this section.

If an Insured Person discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the Insured Person must:

- i) contact the Identity Theft Claims Notification and Advice Helpline Service on 01384 397757;
- ii) make sure that they have their address history for the last 6 years;
- iii) file a Police report within 12 hours of discovering the Identity Theft;
- iv) let their financial institutions, Payment Card company (ies) and all other accounts know of the Identity Theft within 12 hours of discovering the Identity Theft;
- v) fill out and return any claim forms including an authorisation for Us to obtain records and other necessary information, if these are applicable
- vi) send Us proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary;
- vii) immediately send Us copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered;
- viii) take all necessary action to prevent further damage to their identity.

Identity Theft Claims Process

The Insured Person must contact the Identify Theft Claims Notification and Advice Helpline Service on 01384 397757 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead us to decline the claim.

We will give the Insured Person a dedicated claims handler who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the Insured Person access by phone to repair their credit file or files following an Identity Theft.

We will personalise documents on the Insured Person's behalf and post these to them for signing and sending on to the relevant organisations.

Section 9 – Legal Advice Helpline

What is Covered?	What is Excluded?
<p>The provision of professional assistance and guidance to the Insured Person in respect of any personal legal or quasi legal problem of the Insured Person.</p> <p>Provided that:-</p> <ol style="list-style-type: none">1. the Insurer shall be at liberty to procure the provision of such assistance by Us to the Insured Person;2. the assistance will be given via the telephone on request by the Insured Person. Any advice comprised within the assistance provided will be confirmed in writing where considered necessary by Us or requested by the Insured Person;3. the Insurer will not be liable to the Insured Person for any breakdown or failure to provide the said assistance by virtue of any Act of God, strikes, mechanical or technological breakdown or any other matter outside its control.	<p>We shall not be obliged to correspond negotiate or otherwise deal on the Insured Person's behalf with any third party</p>

GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. Professional Fees incurred:-
 - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
 - b) where the Insured Person is 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 the Authorised Professional, 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 respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice;
2. the pursuit continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
4. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable Prospects of Success;
5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator;
7. claims arising from an Event arising from Your deliberate act, omission or misrepresentation;
8. any dispute relating to written or verbal remarks which damage Your reputation;
9. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements;
10. Legal Proceedings outside the Territorial Limits and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
11. a dispute which relates to any compensation or amount payable under a contract of insurance;
12. a dispute with Us not dealt with under the Arbitration condition;
13. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
14. an application for judicial review;
15. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
16. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
17. any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme where this applies;

18. any Professional Fees relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions other than as insured under Insured Event – Criminal Prosecution Defence;
19. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim;
20. any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products).
21. any claim arising from a stress or psychological related condition;
22. disputes between an Insured Person and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an Insured Person's professional advisor;
23. a claim falling within the Small Claims Track limits (other than as detailed within Insured Events – Consumer Disputes);
24. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies;
25. Legal Proceedings between an Insured Person and a central or local government authority:-
 - a) unless an Insured Person has suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended; or
 - b) concerning the imposition of statutory charges.
26. 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.
27. 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 or nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
28. any loss or damage caused by any sort of war, invasion or revolution;
29. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
30. 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

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
- b) to make sure that all information supplied as part of your application for cover is true and correct;
- c) tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

Claims

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

We will not enter into dialogue or correspond with anyone other than You (or with Your agreement an Insured Person) or Your or the Insured Person's personal representative (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if You can satisfy Us that there are reasonable Prospects of Success in pursuing or defending Your claim and that it is necessary for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your Prospects of Success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim:-

1. If We consider it is unlikely a sensible settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where 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 option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional 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. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. 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 or agent or other person without Our agreement.

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

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

Royal & Sun Alliance Insurance Ltd Privacy Policy

Your privacy is important to Us and We are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how We use the information We collect about You and how You can exercise Your data protection rights. You can view our full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If You're unable to access the link or have any questions or comments about Our privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email us at crt.halifax@uk.rsagroup.com

Arc Legal Assistance 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.arclegal.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 Privacy Statement, which is available to view on the website address detailed above.

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 website for full address details.

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.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within fourteen (14) days of issue and We will refund Your premium provided You have not submitted a claim.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Insured at their last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Acts of Parliament

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

Arbitration

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

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.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Claims Notification and Advice Helpline Service

The Legal Advice Helpline Service provides advice on any legal problem affecting the Policyholder.

All potential claims must be reported initially to the Claims Notification and Advice Helpline for advice and support or via the website.

Legal Claims Notification & Advice Helpline Service Number: 01384 887575

Tax Claims Notification Service: - 01384 377000

Tax Advice Helpline Service: - 01384 885744

Identity Theft Claims Notification & Advice Helpline Service:- 01384 397757

Identity Theft Website:- www.legalim.co.uk/idtheft

We will not accept responsibility if the Claims Notification and Advice Helpline Services fail for reasons beyond Our control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's 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: -

Email Us at: -

Call Us on: -

Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5NE

customerservice@arclegal.co.uk

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 may also apply if You are insured in a business capacity. 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

Royal & Sun Alliance Insurance Ltd 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.