



Family Legal Expenses Policy Wording

FJ/PW/FLE/01/11/2022/V6





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Family Legal Expenses Policy Wording

Introduction

This Policy is arranged by Footman James. Footman James is a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Advisory Insurance Brokers Limited's FCA regulated number is 313250. **You** can check this on the Financial Services register at www.fca.org.uk/register

This Family Legal Expenses policy will run concurrently with **your** Footman James home insurance policy for a maximum of 12 months. If **you** arranged this policy after the start date of **your** home insurance policy, cover will be provided from the date **you** bought it and will end on the expiry date of **your** home insurance policy as detailed on **your** policy **schedule**.

This insurance is arranged by URIS Group Ltd, administered by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited. 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.

AmTrust Europe Limited Registered Office: Market Square House, St James's Street, Nottingham NG1 6FG, Registered Number: 1229676.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk

This Policy Will Cover

We will pay **your** claim in accordance with **our standard legal expenses** 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 **legal expenses** 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**.

Important Information

This is a contract of insurance between **you** and the **insurer**. The insurance provided covers **legal expenses** subject to the terms, **claim limit**, exclusions and conditions contained herein, in respect of an **event** which occurs within the **territorial limits** and during the **period of insurance** for which **you** have paid or agreed to pay the premium.

Unless expressly stated nothing in this policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Demands and Needs

This policy meets the demands and needs of customers who want to insure against the cost of common civil legal claims. The policy will cover **you** for up to £50,000.00 in respect of certain risks. Footman James may make a personal recommendation as to whether this policy will suit **your** individual circumstances.

Cancelling Your Policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting Footman James on 0333 207 6000 or writing to: Footman James, Castlegate House, Castlegate Way, Dudley, West Midlands, DY1 4TA.

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

If the policy is cancelled for any reason after the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs concurrently with **your** home insurance policy. If **your** home insurance policy is cancelled for any reason this policy will also be cancelled by **us**.

We may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium;
- Threatening and abusive behaviour against **our** or the agent's staff;
- Non-compliance with policy terms and conditions.

Where **we** have cancelled **your** policy for these reasons, no refund of premium would be made.

Making A Claim 24/7

All potential claims must initially be reported to **our** appropriate Claims Notification and Helpline detailed below:

Legal Claims Notification & Advice Helpline – 01384 884077

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 legal expenses**.

If **you** can convince **us** that there are reasonable prospects of being successful in **your** claim and that it is necessary for **legal expenses** to be paid **we** will:

1. Take over the claim on **your** behalf;
2. Appoint a specialist of **our** choice to act on **your** behalf.

We may limit the **legal expenses** that **we** pay under the policy where:

1. **We** consider it is unlikely a sensible settlement of **your** claim will be obtained; or
2. There is insufficient prospects of obtaining recovery of any sums claimed; or

3. 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 **legal expenses** 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 **legal expenses** 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.

To help **us** monitor **our** service standards, telephone calls may be recorded. Please do not phone the Helpline to report a general insurance claim. **We** will not accept responsibility if the Helpline services are unavailable for reasons **we** cannot control.



Definitions

The words or phrases listed below have the following meaning wherever they appear in this document:

Agent

URIS Group Ltd.

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 Limit/s

£50,000 being the amount **we** will pay in respect of any one claim and the total amount payable within any one **period of insurance**.

Court

A **court**, tribunal or other competent authority.

Credit Reference Agency/ies

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 **legal expenses** and/or payment of a benefit under this policy.

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 **policyholder's** husband, wife, civil partner or partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates; or
- c) The **policyholder's** children and parents, normally resident in the **home**.

Insurer

Arranged by URIS Group Ltd, administered by Arc Legal Assistance Ltd and Underwritten by AmTrust Europe Limited.

Legal Expenses

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**. **Legal expenses** will include VAT where it cannot be recovered.

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

This policy will run concurrently with **your** Footman James **home** insurance policy for a maximum of 12 months. If **you** arranged this policy after the start date of **your** home insurance policy cover will be provided from the date **you** bought it and will end on the expiry date of **your** home insurance policy as detailed on **your schedule**. If **your** Footman James home insurance policy is cancelled for any reason this policy will also be cancelled.

Policyholder, You, Your

The person who has paid the premium and is named in the **schedule** as the **policyholder**.

Prospects of Success

At least a 51% chance of the **insured person(s)** achieving a favourable outcome.

Schedule

The document which forms part of the Footman James home insurance policy alongside which **you** have bought this policy. It contains **your** name and the insured address.

Standard Legal Expenses

The level of **legal expenses** 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 on behalf of AmTrust Europe Limited.

Section A - Personal Injury

What is Covered

Pursuing a civil claim for damages in respect of death of or bodily injury to an **insured person** caused by negligence.

What is Excluded

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 jurisdiction of a small claims **court**.

Section B - Consumer Disputes

What is Covered

Pursuing or defending claims arising out of a contract entered into by or on behalf of an **insured person** for:

- obtaining services;
- the purchase, hire, hire–purchase or sale of any personal goods.

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.

Claims above Small Claims Court Limits

The payment of **legal expenses** incurred by the appointed professional appointed by **us**.

What is Excluded

1. Any contract entered into by an **insured person** in connection

with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy;

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 dispute with local or government authorities.

Section C - Home Rights

What is Covered

The pursuit of civil claims:

1. loss or damage to:
 - 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**.

What is Excluded

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 D – Taxation

What is Covered

Legal expenses arising from or relating to an **aspect enquiry** or an in-depth HM Revenue & Customs investigation of an **insured person's** personal tax affairs.

What is Excluded

Legal expenses arising:

1. from or relating to **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 E – Employment

What is Covered

1. Professional fees incurred in providing 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. Professional fees incurred in respect of a dispute with an **insured person's** employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair dismissal or unfair selection for redundancy.

What is Excluded

1. 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 F – Education

What is Covered

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.

What is Excluded

Claims:

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 3 months of the first **period of insurance** unless **you** held equivalent insurance immediately prior to the commencement of this policy;
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 G – Probate

What is Covered

The pursuit of claims by the **insured person** in respect of a probate dispute involving the will of the **insured person's** parents, grandparents, children, step-children or adopted children.

What is Excluded

1. Any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).

Section H - Jury Service Expenses

What is Covered

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**.

What is Excluded

The first 5 days of such service.

Section I - Identity Theft

Following an **event** of **identity theft**:

1. necessary **legal expenses** and ancillary costs incurred:
 - a) to defend a claim from a financial institution, merchants or their collection agencies;
 - b) for the removal of any criminal or civil judgments wrongly entered against the **insured person**;
 - c) challenging the accuracy or completeness of any information in a **credit reference agency** report; and
 - d) 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 to report or discuss an actual **identity theft**.

The **events** above must be as a result of an actual **identity theft**.

What is Excluded

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:

1. contact the **identity theft** Claims Notification and Advice Helpline Service on 01384 397757;
2. make sure that they have their address history for the last 6 years;
3. file a Police report within 12 hours of discovering the **identity theft**;
4. 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**;
5. fill out and return any claim forms including an authorisation for **us** to obtain records and other necessary information, if these are applicable;
6. 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;

7. immediately send **us** copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered;
8. 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 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.



General Policy Exclusions

This insurance does not cover:

1. **legal expenses** 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 legal expenses** 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 **legal expenses** 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. **legal expenses** 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 **legal expenses** 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 **legal expenses** incurred under the Crown Court Means Testing scheme where this applies;
18. any **legal expenses** 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 recognise data representing a date in a way that does not work properly or at all; or
 - b) by computer viruses.
This does not apply to **legal proceedings** connected with claiming compensation for **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 of 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

Awareness

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 **legal expenses**.

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 **legal expenses** to be paid.

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 **legal expenses** for this claim.

We may limit any **legal expenses** 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 **legal expenses** in excess of **our** Standard **legal expenses**.

Conduct of Claim

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.

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.

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

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.

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**.

Acts of Parliament

Any reference to Acts 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.

Disputes resolution

Any dispute between **you** and **us**, which is not resolved 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 884077

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.

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Footman James on 0333 207 6000 or writing to:

Footman James, Castlegate House, Castlegate Way,
Dudley, West Midlands, DY1 4TA.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

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 Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE

Email **us** at: customerservice@arclegal.co.uk

Call **us** on: 01206 615 000

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** may have the right to make an appeal to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Tel: 0800 023 4567 from a landline or 0300 123 9123 from a mobile.

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

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

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.

Financial Services Compensation Scheme

AmTrust Europe 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.

Consumer Insurance (Disclosure & Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to **us** is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the **event** of a claim. **You** must contact **us** immediately in the **event** that there is a change to **your** circumstances, as follows:

1. **You** change **your** address;
2. **You** are convicted of a criminal offence or receive a police caution;
3. **You** have insurance refused, declined, cancelled or terms applied by another insurance provider.

Arc Legal Assistance Ltd 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** notice.

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 bureaux, 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. International Transfers of Data

The personal data that **we** collect from **you** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **we** transfer **your** personal data outside of the UK and EEA, **we** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. 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.

7. 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, AmTrust International - please see website for full address details.

A copy of the **insurer's** privacy policy is available to view at: <http://www.amtrustinternational.com/legal/privacy-cookies/>

Footman James Privacy Notice

All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Advisory Insurance Brokers Limited as the Data Controller

Footman James, a trading name of Advisory Insurance Brokers Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <https://www.footmanjames.co.uk/fair-processing-notice>. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost.

In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.



Footman James
Castlegate House,
Castlegate Way,
Dudley,
West Midlands DY1 4TA.
Tel. 0333 207 6000
footmanjames.co.uk



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