

AJ Gallagher Family Channel Islands Legal Expenses

Insurance Product Information Document

Company: 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.

Product: Family Legal Protection

This document gives a summary of the main features of your insurance policy. It is not based on individual needs and so might not provide the right cover for you. Full details are provided in other documents.

What is this type of insurance?

Family Legal Protection gives insurance to cover up to £100,000 for advisers' costs for certain types of legal action(s) as set out in this document, your policy wording and your insurance 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.
- ✓ **Clinical Negligence:** To pursue a legal action for damages following clinical negligence 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.
- ✓ **Property Sale and Purchase:** To pursue or defend a legal action as a result of a breach of a contract for the sale or purchase of your main home.
- ✓ **Tax:** Accountancy fees if you are subject to an HM Revenue and Customs Full Enquiry into your personal Income Tax position.
- ✓ **Data Protection:** To pursue a legal action against a person or organisation for breach of data protection legislation which has resulted in you suffering a financial loss.
- ✓ **School Admission Disputes:** Costs to appeal against the decision of a Local Education Authority (LEA) as a result of the LEA's failure to conform to its published admission



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, Consumer Defence and Property Sale and Purchase, if the amount in dispute is less than £250 not including 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?

- ! **Qualifying Period:** There is a 30 day qualifying period for claims for Employment Disputes and a 30 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.

policy, which leads to your child or children being refused entry at the state school of your choice.

- ✓ **Probate:** To pursue legal proceedings within the territorial limits in respect of a probate dispute involving the will of your deceased parents or grandparents, children, step-children or adopted children where you are contesting a will as a named beneficiary, or as a member of a class of beneficiaries with an immediate interest.
- ✓ **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.
- ✓ **Vehicle Cloning:** To defend a legal action resulting from the use of the identity of a vehicle owned by you another person or organisation without your permission.
- ✓ **Legal Defence:** To defend your legal rights:
 - As a result of your work as an employee.
 - As a result of a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body.
- ✓ **Tenancy Dispute:** To pursue a legal action:
 - Following your unlawful eviction from a property occupied by you under an Assured Shorthold Tenancy.
 - Against a landlord following a material breach of a tenancy agreement.
- ✓ **Jury Service & Attendance Expenses:** The loss of your normal income if you're off work while attending Jury Service.
- ✓ **Social Media Defamation:** Following defamatory comments made about you through a social media website, advisers' costs to write one letter to the provider of the social media website requesting that the comments are removed. Where the authors' identity of the defamatory is known, you are covered for advisers' to write one letter to the author requesting that the comments are removed from the social media website.



Where am I covered?

Claims for:

- ✓ Personal Injury & Contract: which happen in, or where proceedings are brought in The United Kingdom, the Channel Islands, the Isle of Man and the EU.
- ✓ All other sections: which happen in, or where proceedings are brought in The United Kingdom, the Channel Islands, 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. 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 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 policy?

If you have taken out this insurance as an optional add-on, you can cancel this insurance at any time by contacting your insurance adviser and giving 14 days' notice. If you do this within 14 days of taking out this insurance, you will get a refund of the premium provided you have not already made, and do not intend to make, a claim against the insurance. If you cancel at any time after the first 14 days, you will get a refund of premium less the amount for the time we have already provided cover as long as you have not made, and do not intend to make, a claim.

If this insurance is provided automatically as part of your main insurance contract, it cannot be cancelled on its own. For details on how to cancel your main insurance contract please contact your insurance adviser.

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