

Intelligent Insurance

Insurance Product Information Document

Company: AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. Registered office: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA. Registered number: 1229676



Product: Family Legal Protection Plus

This insurance is managed and provided by Arc Legal Assistance and underwritten by AmTrust Specialty Limited. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

What is this type of insurance?

Family Legal Protection provides insurance to cover up to:

- o £5,000 for claims under the Employment Disputes section of cover; and
- o £50,000 for claims under any other section of cover

for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



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 or your family have for buying or renting goods or services for or your family's private use.
- ✓ **Consumer Defence:** To defend a legal action brought against you or your family following a breach of a contract you or your family have for selling your or your family's own personal goods.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your or your family's 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 or your family's 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 or your family's legal rights in relation to your home.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to your home or your family's personal effects.
- ✓ **Property Sale and Purchase:** To pursue a legal action arising from a breach of a contract for the sale or purchase of your home.
- ✓ **Tax:** Accountancy fees if you or your family are subject to an HM Revenue and Customs Full Enquiry into your personal Income Tax position
- ✓ **School Admission Disputes:** Costs to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission 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 or your family's deceased parents or grandparents, children, step-children or adopted children where you or your family 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 arising from Identity Fraud:
 - o To defend your or your family's legal rights and/or take steps to remove county court judgments against you or your family that have been obtained by an organisation that you or your family are alleged to have purchased, hired or leased goods or services from.
 - o To deal with organisations that have been fraudulently applied to for credit, goods or services in your or your family's name or which are seeking monies or have sought monies from your or your family as a result of identity fraud.
 - o In order to liaise with credit referencing agencies and all other relevant organisations on your or your family's behalf to advise that you or your family have been the victim of identity fraud.



What is insured? (continued)

- ✓ **Vehicle Cloning:** To defend a legal action arising from use of the identity of a vehicle owned by you or your family by another person or organisation without your or your family's permission.
- ✓ **Legal Defence:** To defend your legal rights:
 - o Arising out of your or your family's work as an employee.
 - o Arising out of a formal investigation or disciplinary hearing brought against you or your family by any trade association or professional or regulatory body
- ✓ **Social Media Defamation:** Following defamatory comments made about you or your family 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 or your family are covered for advisers' to write one letter to the author requesting that the comments are removed from the social media website.



What is not insured?

The policy does not provide cover for:

- ✗ **Pre-inception Incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of Success:** We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- ✗ **Minimum Amount in Dispute:** We won't cover claims for Consumer Pursuit or Consumer Defence if the amount in dispute is less than £250 (plus VAT). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you or your family.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone you or your family live with or have lived with; nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover 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 90 day qualifying period for claims for Employment Disputes, and a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time
- ! **Your Own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.
- ! **Excess:** You are responsible for the first £100 of any claim



Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in The United Kingdom, Northern Ireland, the Isle of Man and the Channel Islands



What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured event and within no more than 180 days of you becoming aware of the insured event, or 45 days for claims relating to Identity Fraud.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



When and how do I pay?

- You can pay your policy premium as a one-off payment by debit/credit card or, where shown, by monthly Direct Debit instalments.



When does the cover start and end?

- This is an annual policy and the period of insurance is stated on your policy schedule



How do I cancel the contract?

You may cancel your policy at any time by telling us by email, telephone or in writing.

☎ 03333 11 11 10 ✉ contactus@intelligentinsurance.co.uk 📍 4 Lakeside, Headlands Business Park, Salisbury Road, Ringwood, Hampshire, BH24 3PB

Refer to the Policy wording for cancellation conditions and the Terms of Business document for cancellation fees.