

# **Premier Family Professional Fees Policy**

**Master Certificate Number: LES/1007/2131**

## Introduction

Thank **you** for choosing to insure with **us**. Please read carefully all documents that **we** have provided, together with any addendum, endorsements and the **schedule**.

If something's not right, **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** insurance agent immediately. If **you** are unhappy with the terms and wish to cancel the policy, please contact **your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

## Assistance Helpline Services

**You** can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

### Legal Advice Helpline

**01384 887575**

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If **you** wish to make a claim, the helpline can provide **you** with a form that should be submitted directly to Arc Legal Assistance Ltd.

### Tax Advice Helpline

**01384 885744**

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of Tax issues and cannot assist with any other insurance matter.

### Identity Theft Helpline

**01384 397757**

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of identity theft issues and cannot assist with any other insurance matter.

### Debt Advice Helpline Service

**01384 884085**

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of debt advice and cannot assist with any other insurance matter.

## Making a Claim

If **you** wish to make a claim, it's important to let **us** know as soon as possible and during the **period of insurance**. **You** can obtain and submit a claim form to **us** by using one of the contact methods below.

### Online

Visit [claims.arclegal.co.uk](https://claims.arclegal.co.uk) to submit **your** claim online.

### Post

Post **your** claim form to **us** at:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5NE

### Telephone

Call the Legal Helpline who will provide you with a claim form.

## Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **us** know about any potential claims within 30 days and during this **period of insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your** claim, **your** obligations to **us** under the policy and how **we** will handle **your** claim.

## Meaning of Words

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

<b>Aspect Enquiry</b>	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.
<b>Authorised Professional</b>	A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by <b>us</b> under the terms and conditions of this policy to represent <b>your</b> interests.
<b>Civil Legal Action</b>	When formal legal proceedings are taken against an opponent in a <b>Court</b> of Law.
<b>Claim Limits</b>	The amount <b>we</b> will pay in respect of any one claim and the total amount payable within any one <b>period of insurance</b> as specified in the <b>schedule</b> .
<b>Costs</b>	<b>Your authorised professional's</b> fees, <b>costs</b> and disbursements which <b>we</b> have agreed or the <b>costs</b> of any other people involved in the legal proceedings if <b>you</b> have to pay those <b>costs</b> . This includes <b>costs</b> following an 'out-of-court' settlement to which <b>we</b> have agreed. This does not include any damages, fines or penalties <b>you</b> have to pay.
<b>Court</b>	A <b>Court</b> , tribunal or other competent authority.
<b>Credit Reference Agency</b>	Equifax, Experian and Call Credit.
<b>Criminal Legal Action</b>	When a criminal investigation against <b>you</b> commences.
<b>Event</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or <b>events</b> that are related by cause or time.
<b>Excess</b>	The first amount of each and every claim as detailed in the <b>schedule</b> or insured <b>event</b> .
<b>Holiday</b>	A trip outside of the United Kingdom or a trip within the United Kingdom with includes two or more consecutive nights stay in pre-booked accommodation.
<b>Home</b>	<b>Your</b> principal, private dwelling.
<b>Identity Theft</b>	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.
<b>Indirect Losses</b>	Losses and/or damage which are not directly associated with the incident that caused <b>you</b> to claim, unless expressly stated in this policy.
<b>Insurer</b>	This insurance is administered by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited.
<b>Insured Vehicle</b>	A vehicle that <b>you</b> own or for which <b>you</b> are legally responsible.
<b>Payment Card</b>	Bank, charge, cheque, credit, debit and cash dispenser cards.
<b>Period of Insurance</b>	The dates as shown on <b>your schedule</b> .
<b>Prospects of Success</b>	At least a 51% chance of <b>you</b> achieving a favourable outcome.
<b>Schedule</b>	The document which details <b>your</b> personal information for the purposes of this insurance and is attached to and forms part of this policy.
<b>Standard Professional Fees</b>	The level of <b>costs</b> that would normally be incurred by <b>us</b> in using an <b>authorised professional</b> of <b>our</b> choice.
<b>Territorial Limits</b>	The United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man. In respect of Travel Disputes, the <b>territorial limits</b> shall be worldwide but only where <b>civil legal action</b> can be bought in a <b>Court</b> of United Kingdom Jurisdiction.
<b>Terrorism</b>	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.
<b>Time of Occurrence</b>	Civil Cases – Clinical Negligence (where covered by this policy) – the date upon which the <b>event</b> first became known. All other Civil Cases – the date upon which the <b>event</b> first occurred. Criminal Cases – the time at which <b>you</b> are charged with an offence.
<b>We, Us, Our</b>	Arc Legal Assistance Ltd and AmTrust Europe Limited.
<b>You, Your</b>	a) The person named as the policyholder in the <b>schedule</b> . 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 children of the policyholder, normally resident in the <b>home</b> .

## Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the period of insurance.

## Insured Events

Personal Injury	
What is Covered?	What is Excluded?
<b>Costs</b> to pursue <b>civil legal action</b> against a third party where their negligence has led to <b>your</b> death or bodily injury.	<ol style="list-style-type: none"><li>1. Claims arising from medical, surgical, clinical negligence or cosmetic procedures.</li><li>2. Claims relating to pharmaceuticals or tobacco products.</li><li>3. Claims for stress, psychological or emotional injury.</li><li>4. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden <b>event</b>.</li></ol>

Clinical Negligence	
What is Covered?	What is Excluded?
<b>Costs</b> to pursue <b>civil legal action</b> against a third party where their medical, clinical or surgical negligence has led to <b>your</b> death or bodily injury.	<ol style="list-style-type: none"><li>1. Claims for stress, psychological or emotional injury.</li><li>2. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden <b>event</b>.</li></ol>

Motor Personal Injury	
What is Covered?	What is Excluded?
<b>Costs</b> to pursue <b>civil legal action</b> against a third party where their negligence has led to a road traffic collision involving the <b>insured vehicle</b> , resulting in <b>your</b> death or bodily injury.	<ol style="list-style-type: none"><li>1. Claims for stress, psychological or emotional injury.</li><li>2. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden <b>event</b>.</li></ol>

Consumer Disputes	
What is Covered?	What is Excluded?
<b>Costs</b> to pursue or defend <b>civil legal action</b> arising out of a contract <b>you</b> have entered into for: <ol style="list-style-type: none"><li>a) Obtaining services.</li><li>b) The purchase, hire, hire-purchase or sale of any personal goods.</li></ol> <b>Claims within the Small Claims Court Limits</b> The payment of appropriate experts and <b>Court</b> fees together with assistance provided by <b>our</b> in-house legal advisors.  <b>Claims above Small Claims Court Limits</b> The payment of <b>costs</b> incurred by the <b>authorised professional</b> appointed by <b>us</b> .	<ol style="list-style-type: none"><li>1. Claims where the amount in dispute is less than £100.</li><li>2. Any contract entered into by <b>you</b> in connection with a profession, business or trade.</li><li>3. Any dispute that arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after <b>you</b> took out the insurance or <b>you</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</li><li>4. Any contract relating to work carried out, in, on or for the benefit of land or buildings other than the <b>home</b>.</li><li>5. Any claim arising from constructing, renovating or demolishing buildings or altering their structure for <b>your</b> use (this does not apply to common <b>home</b> improvements such as installing double glazing or replacing kitchens or bathrooms).</li><li>6. Any dispute with local or government authorities.</li><li>7. Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial service or products.</li></ol>

<b>Travel Disputes</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>Costs</b> to pursue <b>civil legal action</b> arising from a contract entered into by or on <b>your</b> behalf for the purposes of undertaking a holiday in order to seek compensation and/or implementation of the contract from:</p> <ul style="list-style-type: none"> <li>a) <b>Your</b> tour operator or holiday company.</li> <li>b) <b>Your</b> travel agent.</li> <li>c) A car hire company with whom <b>you</b> have pre-booked a vehicle.</li> <li>d) An airline, ferry, train, cruise liner or coach operator.</li> <li>e) A hotelier or property owner.</li> </ul>	<ol style="list-style-type: none"> <li>1. Claims where the amount in dispute is less than £150.</li> <li>2. An <b>event</b> not reported to <b>us</b> within 30 days of returning from the holiday.</li> <li>3. <b>Costs</b> and expenses which a <b>court</b> of criminal jurisdiction orders to be paid.</li> <li>4. Actions pursued in order to obtain satisfaction of a judgement or legally binding decision.</li> <li>5. <b>Your</b> travelling expenses, subsistence allowance or compensation for absence from work.</li> <li>6. Claims where the contract cannot be evidenced and is not recorded in writing.</li> <li>7. The first £35 of each and every claim.</li> </ol>

<b>Home Rights</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>Costs</b> to pursue <b>civil legal action</b> following:</p> <ul style="list-style-type: none"> <li>a) Loss or damage to the <b>home</b> or goods in the <b>home</b> that belong to <b>you</b> or for which <b>you</b> are responsible.</li> <li>b) An alleged infringement of <b>your</b> rights that relate to the <b>home</b>.</li> </ul>	<ol style="list-style-type: none"> <li>1. Claims relating to the planning, erection, alteration, construction, conversion or extension of buildings or parts of buildings.</li> <li>2. Any dispute with local or government authorities, or third parties working on their behalf.</li> <li>3. Any dispute involving leased or rented property.</li> <li>4. Any dispute that arises less than 90 days after the insurance first started unless <b>you</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</li> <li>5. Any claim to establish <b>your</b> legal rights in relation to <b>your home</b>.</li> <li>6. Any claim relating to subsidence, mining or quarrying.</li> </ol>

<b>Probate</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>Costs</b> to pursue <b>civil legal action</b> in respect of a probate dispute involving the will of <b>your</b> parents, grandparents or children where <b>you</b> are a beneficiary of the will.</p>	<ol style="list-style-type: none"> <li>1. Claims where a will has not been previously made, concluded or cannot be traced (intestate).</li> </ol>

<b>Taxation</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>Costs</b> arising from or relating to an <b>Aspect Enquiry</b> or a full HM Revenue &amp; Customs investigation of <b>your</b> personal tax affairs.</p>	<ol style="list-style-type: none"> <li>1. Aspect Enquiries less than £100.</li> <li>2. Where the investigation or enquiry began before the insurance first started or where <b>you</b> should have reasonably realised a claim may occur.</li> <li>3. Investigations or enquiries by or transfer to a Special Compliance Officer.</li> <li>4. Claims arising from a false or misleading statement or representation to the HM Revenue &amp; Customs.</li> <li>5. Any case where <b>you</b> or <b>your</b> tax advisor have not taken reasonable care to act in accordance with tax legislation.</li> <li>6. Any claims arising from deficiencies in books, records, accounts or returns including the cost of completing or correcting a return.</li> <li>7. Any change in a tax investigation or <b>Aspect Enquiry</b> when it becomes clear that HM Revenue &amp; Customs suspect fraud.</li> </ol>

<b>Employment</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>1. <b>Costs</b> for advice and guidance during any formal internal employment proceedings, including any settlement or compromise negotiations or during ACAS Early Conciliation negotiations, up to £250.</p> <p>2. The <b>cost</b> of <b>you</b> taking <b>civil legal action</b> against <b>your</b> employer for compensation, reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.</p>	<p>1. Any dispute that arises less than 90 days after the insurance first started unless <b>you</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</p>

<b>Criminal Prosecution Defence</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>Costs</b> to defend <b>criminal legal actions</b> taken against <b>you</b>.</p> <p>Where a legal aid (or equivalent) scheme is available to <b>you</b> it must be utilised. Where such assistance is granted, <b>costs</b> will be limited to a sum equal to any pre-verdict contribution payable by <b>you</b>.</p>	<p>1. <b>Costs</b> required to be paid by <b>you</b> in excess of any assessed contribution.</p> <p>2. Any legal aid (or equivalent) contribution or <b>costs</b> payable post-verdict.</p> <p>3. Any <b>costs</b> where <b>you</b> fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme.</p> <p>4. <b>Costs</b> to defend any action, enforcement or recovery of sums payable against <b>you</b> under the rules of any legal aid (or equivalent) scheme.</p>

<b>Education</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>Costs</b> to appeal the decision of a Local Education Authority (LEA) following their failure to comply with their published admission policy, resulting in the refusal to accept <b>your</b> child or children at the state school of <b>your</b> preference.</p> <p>Subject to a limit of £5,000 any one claim.</p>	<p>1. Claims where acceptance at the school involves examinations or other selection criteria.</p> <p>2. Any dispute that arises less than 6 months after the insurance first started unless <b>you</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</p> <p>3. Claims where the procedure for appealing against the decision to refuse a place at the school has not been followed.</p> <p>4. Claims where the child has been expelled, suspended or permanently excluded from another school.</p> <p>5. Claims for children under 5 years of age other than for admission disputes arising where the entry shall be in the academic year prior to their 5<sup>th</sup> birthday.</p> <p>6. Claims arising from or relating to an Education, Health and Care Plan.</p>

<b>Home Sale / Purchase</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>Costs</b> to pursue a claim arising out of a contract for the sale or purchase of <b>your home</b>, entered into by <b>you</b> or on <b>your</b> behalf, against:</p> <ul style="list-style-type: none"> <li>a) The vendor of the <b>home</b>.</li> <li>b) <b>Your</b> mortgage lender.</li> <li>c) <b>Your</b> property valuer or surveyor.</li> <li>d) <b>Your</b> solicitor or licenced conveyancer.</li> <li>e) A builder providing warranty on the <b>home</b> or any built-in domestic appliance.</li> <li>f) The public utility responsible for the connection of electricity, gas, water, sewage or telephone services to <b>your home</b>.</li> <li>g) The removal firm contract to move <b>your</b> household possessions.</li> </ul>	<p>1. Any dispute where <b>you</b> purchased or sold the <b>home</b> before this policy commenced unless <b>you</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</p> <p>2. Claims arising from the purchase or sale of any property which is not <b>your</b> principal, permanent place of residence.</p> <p>3. Claims arising from failure to complete the purchase or sale of the <b>home</b> where <b>you</b> decided to withdraw from the transaction.</p> <p>4. Claims where the amount in dispute is less than £500.</p>

<b>Jury Service Expenses</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>Costs</b> for the actual amount of salary or wages <b>you</b> lose while off work to attend a <b>Court</b> for jury service.</p> <p>Subject to a £2,500 limit per claim.</p>	<ol style="list-style-type: none"> <li>Salary or wages that can be recovered from the relevant <b>Court</b> or <b>your</b> employer</li> <li>Claims where <b>you</b> are unable to prove <b>your</b> loss.</li> </ol>

<b>Social Media Defamation</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>Costs</b> incurred where defamatory comments are made about <b>you</b> through a social media website. <b>We</b> will:</p> <ol style="list-style-type: none"> <li>Contact the provider of the social media website to request that the comments are removed.</li> <li>Write a letter to the author of the defamatory comments requesting that they are removed. This is only possible where the identity of the author is known.</li> </ol>	<ol style="list-style-type: none"> <li>Claims if <b>you</b> are under the age of 18.</li> </ol>

<b>Identity Theft</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<ol style="list-style-type: none"> <li><b>Costs</b> arising from <b>identity theft</b>: <ol style="list-style-type: none"> <li>To defend a claim from a financial institution, merchants or their collection agencies.</li> <li>For the removal of any criminal or civil judgements wrongly entered against <b>you</b>.</li> <li>To challenge the accuracy or completeness of any information in a <b>credit reference agency</b> report.</li> <li>To create documents needed to prove <b>you're</b> innocent in terms of any financial irregularities committed unlawfully.</li> </ol> </li> <li>Postal and phone <b>costs you</b> have to pay to deal with financial institutions, the Police and <b>credit reference agencies</b> to report or discuss Identity theft.</li> <li>Fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect information.</li> <li><b>Your</b> loss of earnings following time away from work to go and see the Police, financial institutions or <b>credit reference agencies</b> to report or discuss Identity theft.</li> </ol>	<ol style="list-style-type: none"> <li>Any claims connected with <b>your</b> business, profession or occupation.</li> <li>Any <b>costs</b>, expenses or losses incurred due to any fraudulent, dishonest or criminal act by <b>you</b>, or any other person acting in collusion with <b>you</b>.</li> </ol>

<b>Identity Theft Claims Conditions</b>	
<p>If <b>you</b> discover <b>your</b> identity has been stolen, please follow the below:</p> <ol style="list-style-type: none"> <li>File a Police report within 48 hours.</li> <li>Contact the Identity Theft Helpline Service on 01384 397757.</li> <li>Ensure <b>you</b> provide <b>your</b> address history for the past 6 years.</li> <li>Let <b>your</b> financial institutions, <b>payment card</b> company(ies) and all other accounts know of the <b>identity theft</b> as soon as possible.</li> <li>Fill out and return any claim forms, including an authorisation for <b>us</b> to obtain records and other necessary information if applicable.</li> <li>If <b>you</b> wish to make a claim for lost wages, <b>you</b> must send <b>us</b> proof from <b>your</b> employer and provide evidence to show that it was necessary.</li> <li>Send <b>us</b> copies of any demand notices, summonses, complaints or legal papers received in connection with a loss suffered.</li> <li>Take all necessary action to prevent further damage to <b>your</b> identity.</li> </ol>	

<b>Debt Advice</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>We</b> will provide impartial and confidential debt advice, for <b>you</b> as an individual, from a Debt Advice Specialist (operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays).</p>	<ol style="list-style-type: none"> <li>Any <b>costs</b> and or fees incurred in the process of using this service.</li> </ol>

## General Exclusions

1. **Costs** incurred:
  - a. In respect of any **event** where the **time of occurrence** commenced prior to the commencement of this insurance.
  - b. Where **you** are 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 **or**, 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 excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
2. Any claim if **we** consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **costs** incurred.
3. Claims where **you** fail to follow the advice or proper instructions of **us** or the **authorised professional**.
4. Appeals where **you** have failed to notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice.
5. Any **costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
6. **Costs** arising from computer software tailored by the supplier to **your** own requirements.
7. Legal action outside the **territorial limits**, and/or proceedings in constitutional, international or supranational courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.
8. Any dispute relating to written or verbal remarks which damage **your** reputation, unless appropriately covered under Social Media Defamation.
9. Any disputes involving a contract of insurance.
10. Any disputes with **us** not dealt with under the arbitration condition.
11. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information.
12. An application for judicial review or any **costs** incurred in new areas of law or test cases.
13. Any **costs** relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
14. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a claim under Motor Personal Injury.
15. Any dispute between **you** and **your** family or a matrimonial or co-habitation dispute unless the dispute is with **your** professional advisor other than appropriately covered under Probate.
16. Any claims falling within the Small Claims Track unless appropriately covered under Consumer Disputes.
17. Any matter in respect of which you are entitled to legal aid (or equivalent), our liability shall be limited to the sum equal to any assessed contribution payable by you.
18. Any matter arising from or relating to any business, trading activity or venture for gain.
19. Any legal action between **you** and a central or local government authority or any third party acting on their behalf unless **you** have suffered or could suffer pecuniary loss or concerning the imposition of statutory charges.
20. Any claim that could've been accepted or rejected under a previous or new legal expenses policy for the reason of this policy being written on a different claims notification basis.
21. Any claim arising from or relating to a class action.
22. 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.
23. 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.
24. Any loss or damage caused by any sort of war, invasion or revolution.
25. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
26. 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

### Notifying Us

If anything happens which could lead to a claim under this policy, **you** must let **us** know as soon as possible by submitting a claim form and providing **us** with all the information **we** may need. Until **you** have let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any **costs**, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that **you** must notify claims in writing directly to Arc Legal Assistance Ltd. Informing any of **our** Advice Helplines does not constitute as notification of a claim.

### Claims Decision

The decision to accept **your** claim will take into account the advice of the **authorised professional**, as well as **our** own claims handlers. **We** may require, at **your** expense, an opinion of an expert or counsel on the merits of **your** claim. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.

**Your** claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **your** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with **your** claim.
4. The **event** and action required are covered by this insurance under the Insured **Events** section. The **event** must have happened within the **territorial limits** and during the **period of insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **your** claim or during the course of it **we** may find:

1. **Your prospects of success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support **your** claim and will tell **you** why in writing.

**We** may also limit the **costs** that **we** pay under the policy for **your** claim in the following circumstances:

1. **We** consider it is unlikely a favourable settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. 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** discretion, pay to **you** the amount in dispute which will represent full and final settlement under this policy providing **you** have complied with all terms and conditions.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **costs** incurred to date will become **your** own responsibility and will need to be repaid to **us**.

### Representation

If **your** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on **your** behalf. **We** will also select an **authorised professional** of **our** choice to act on **your** behalf.

If legal action is agreed by **us**, **you** can continue to use the **authorised professional** **we** have selected. However, **you** are also entitled to nominate an **authorised professional** of **your** choice, although this must be agreed with **us** in advance, confirmed in writing and **you** will be responsible for any **costs** in excess of **our standard professional fees**. **You** will need to satisfy **us** that **your** chosen representative has the appropriate experience and skills to represent **you**, and **you** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred in arbitration in accordance with the policy conditions.

### Conduct of Claim

1. It's important to co-operate with **us** at all times. **You** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of **your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to (at no cost to **us**) obtain 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.
3. **You** or the **authorised professional** must notify **us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and **you** must await **our** written agreement before accepting or declining any such offer.
4. **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, agent or any other person without **our** agreement.

## 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**.

## 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.

## Arbitration

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

## 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](http://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 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. 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 this **Insurer's** privacy policy is available to view at:  
<https://www.amtrustinternational.com/legal/privacy-cookies/>

### **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.

### **Cancellation**

If **you** decide this policy does not meet **your** insurance needs, please return it to **your** agent within 14 days from the date of purchase. Providing that no claims have been made, **we** will refund **your** premium in full. **You** may cancel **your** policy at any time after the first 14 days by informing **your** agent, although no refund of premium will be payable.

**We** may at any time cancel **your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

### **Act of Parliament**

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

### **Law**

This policy shall be governed by and construed in accordance with the Law of England and Wales unless **your** 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:  
Arc Legal Assistance Limited  
PO Box 8921  
Colchester  
CO4 5NE

Email **us** at:  
[customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

Call **us** on:  
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 also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **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](mailto: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**

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.

### **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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by 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](http://www.fca.org.uk).