

Protection

Legal Expenses Policy Wording



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Legal Expenses

Legal Expenses provides:

- 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **You** or any member of **Your** household.

Simply telephone **0844 770 1040** and quote "**Arthur J. Gallagher Legal Expenses**".

For **Our** joint protection telephone calls may be recorded and/or monitored.

Domestic Helpline

Use the helpline following an emergency in the home for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to **Your** home. **You** will be responsible for the tradesman's charges. Where appropriate **We** may substitute deployment of a tradesman with the provision of technical advice over the telephone giving **You** the means to rectify the problem **Yourself**.

Simply telephone **0844 770 1064** and quote "**Arc Domestic Helpline**".

Policy Wording

Terms of cover

This policy is sold by Skipton Building Society and Arthur J. Gallagher (UK) and administered by Arthur J. Gallagher (UK). Skipton Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Arthur J. Gallagher (UK) is a trading name of Heath Lambert Limited, which is authorised and regulated by the Financial Conduct Authority.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:

- a. The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**

and

- b. The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

Definitions

Where the following words appear in bold they have these special meanings.

Adviser	Our specialist panel solicitors or their agents appointed by Us to act for You , or, and subject to Our agreement, where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You .
Advisers' Costs	Legal fees and disbursements incurred by the Adviser .
Adverse Costs	Third party legal costs awarded against You which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
Costs	Standard Advisers' Costs and Adverse Costs .
Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment .
Excess	The amount that You must pay towards the cost of any claim as stated below: Employment Disputes & Property Infringement: £100 All other sections: Nil The Excess shall be paid to and at the request of the Adviser .
HM Revenue and Customs Full Enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.
Identity Fraud	A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.
Insurer	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
Insured Incident	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 events that are related by cause or time. In a claim arising from Personal Identity Fraud the Insured Incident is a single act or the start of a series of single acts against You by one person or group of people. In a claim arising from an HM Revenue and Customs Full Enquiry , the Insured Incident shall be deemed to be the date H M Revenue and Customs issue a formal notice to You notifying of a full enquiry into Your non-business affairs.

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Definitions (continued)

Insured Period	One year from the inception or renewal date shown on Your insurance schedule.
Legal Action(s)	<ul style="list-style-type: none"> • The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or; • The defence of criminal prosecutions to do with Your employment or Your vehicle's identity • The defence of motor prosecutions
Maximum Amount Payable	The maximum payable in respect of an Insured Incident is stated below: All sections: £60,000
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
We/Us/Our	Arc Legal Assistance Limited.
You/Your /Yourself	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Your insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to Your family members' resident with You . If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to or out of Your death.

Consumer Pursuit

What Is Covered:	What Is Not Covered:
<p>Costs to pursue a Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>Claims</p> <ol style="list-style-type: none"> Where the amount in dispute is below £250 plus VAT Where the breach of contract occurred before You purchased this insurance Involving a vehicle owned by You or which You are legally responsible for Arising from a dispute with any government, public or local authority Arising from the purchase or sale of Your main home Relating to a lease tenancy or licence to use property or land Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to You Directly or indirectly arising from planning law Directly or indirectly arising from constructing buildings or altering their structure for Your use

Consumer Defence

What Is Covered:	What Is Not Covered:
<p>Costs to defend a Legal Action brought against You following a breach of a contract You have for selling Your own personal goods. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>Claims</p> <ol style="list-style-type: none"> Where the amount in dispute is below £250 plus VAT Where the breach of contract occurred before You purchased this insurance Involving a vehicle owned by You or which You are legally responsible for Arising from a dispute with any government, public or local authority Arising from the sale or purchase of Your main home Relating to a lease tenancy or licence to use property or land

Personal Injury

What Is Covered:	What Is Not Covered:
<p>Costs to pursue a Legal Action following an accident resulting in Your personal injury or death against the person or organisation directly responsible.</p>	<p>Claims</p> <ol style="list-style-type: none"> Arising from stress, psychological or emotional injury Arising from illness, personal injury or death caused gradually and not caused by a specific sudden event Involving a vehicle owned or driven by You

Employment Disputes

What Is Covered:	What Is Not Covered:
<p>Standard Advisers' Costs 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:</p> <ol style="list-style-type: none"> Contract of Employment; or Legal rights under employment laws. 	<p>Claims</p> <ol style="list-style-type: none"> Where the breach of contract occurred within the first 90 days after You first purchased this insurance unless You have held equivalent cover with Us or another insurer continuously for a period of at least 90 days leading up to when the breach of contract first occurred For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) For Standard Advisers' Costs of any disciplinary investigatory or grievance procedure connected with Your Contract of Employment or the costs associated with any settlement agreement Where the breach of contract is alleged to have commenced or to have continued after termination of Your employment For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

Property Infringement

What Is Covered:	What Is Not Covered:
<p>Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your main home.</p>	<p>Claims</p> <ol style="list-style-type: none"> a. Where the nuisance or trespass started within the first 180 days after You first purchased this insurance unless You have held equivalent cover with Us or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started b. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority c. For adverse possession d. In respect of a contract You have entered into e. Directly or indirectly arising from planning law f. Directly or indirectly arising from constructing buildings or altering their structure for Your use g. Directly or indirectly arising from: <ol style="list-style-type: none"> i. Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building ii. Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground iii. Land slip meaning downward movement of sloping ground iv. Mining or quarrying

Property Damage

What Is Covered:	What Is Not Covered:
<p>Costs to pursue a Legal Action for damages against a person or organisation that causes physical damage to Your main home. The damage must have been caused after You first purchased this insurance.</p>	<p>Claims</p> <ul style="list-style-type: none"> a. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority b. In respect of a contract You have entered into c. Directly or indirectly arising from planning law d. Directly or indirectly arising from constructing buildings or altering their structure for Your use e. Directly or indirectly arising from: <ul style="list-style-type: none"> i. Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building ii. Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground iii. Land slip meaning downward movement of sloping ground iv. Mining or quarrying

Property Sale and Purchase

What Is Covered:	What Is Not Covered:
<p>Costs to pursue or defend a Legal Action arising from a breach of a contract for the sale or purchase of Your main home.</p>	<p>Claims</p> <ul style="list-style-type: none"> a. Where You have purchased this insurance after the date You completed the sale or purchase of Your main home b. Where the amount in dispute is below £500 plus VAT c. Directly or indirectly arising from planning law d. Directly or indirectly arising from constructing buildings or altering their structure for Your use

Tax

What Is Covered:	What Is Not Covered:
<p>Standard Advisers' Costs incurred by an Accountant if You are subject to an HM Revenue and Customs Full Enquiry into Your personal Income Tax position.</p> <p>This cover applies only if You have:</p> <ol style="list-style-type: none"> Maintained proper, complete, truthful and up to date records Made all returns at the due time without having to pay any penalty Provided all information that the HM Revenue and Customs reasonably requires 	<p>Claims</p> <ol style="list-style-type: none"> Where: <ol style="list-style-type: none"> Deliberate misstatements or omissions have been made, to the authorities Income has been under-declared because of false representations or statements by You You are subject to an allegation of fraud For Standard Advisers' Costs for any amendment after the tax return has initially been submitted to the HM Revenue and Customs For enquiries into aspects of Your Tax Return (Aspect Enquiries)

Personal Identity Fraud

What Is Covered:	What Is Not Covered:
<p>Costs arising from Identity Fraud:</p> <ol style="list-style-type: none"> To defend Your legal rights and/or take steps to remove County Court Judgments against You that have been obtained by an organisation that You are alleged to have purchased, hired or leased goods or services from Cover is only available if You deny having entered in to the contract and allege that You have been the victim of Identity Fraud 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 	<p>Claims</p> <ol style="list-style-type: none"> Where You have not been the victim of Identity Fraud Where You did not take action to prevent Yourself from further instances of Identity Fraud following an Insured Incident Where the Identity Fraud has been carried out by somebody living with You For Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss <p>You must agree to be added to the CIFAS Protection Register if We recommend it.</p>

Motor Prosecution Defence

What Is Covered:	What Is Not Covered:
<p>Standard Advisers' Costs to defend a Legal Action in respect of a motoring offence, arising from Your use of a vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.</p>	<p>Claims</p> <ol style="list-style-type: none"> For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non prescribed drugs For Standard Advisers' Costs where You are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy For parking offences which cannot lead to penalty points on Your licence For Standard Advisers' Costs incurred in excess of any costs You are able to recover under a Defendants Costs Order

School Admission Disputes

What Is Covered:	What Is Not Covered:
<p>Standard Advisers' 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.</p>	<p>Claims</p> <ol style="list-style-type: none"> Arising where examinations or other selection criteria are part of the acceptance process Where the process for appealing against the decision to refuse a place at the school has not been adhered to Where the child has been suspended, expelled or permanently excluded from another school

Vehicle Cloning

What Is Covered:	What Is Not Covered:
<p>Costs to defend a Legal Action arising from use of the identity of a vehicle owned by You by another person or organisation without Your permission.</p>	<p>Claims</p> <ol style="list-style-type: none"> Where the identity of a vehicle owned by You has been copied by somebody living with You Where You did not act to take action to prevent Yourself from further instances of vehicle cloning following an Insured Incident For any losses (other than Costs) incurred by You as a result of the identity of a vehicle owned by You being copied without Your permission

Criminal Prosecution Defence

What Is Covered:	What Is Not Covered:
<p>Costs in a Legal Action to defend Your legal rights arising out of Your work as an Employee in a prosecution brought against You in a court of criminal jurisdiction other than a prosecution arising from the ownership or use of a motor vehicle.</p>	<p>Claims</p> <ol style="list-style-type: none"> For Costs where You are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy Following an allegation of violence or dishonesty For Standard Advisers' Costs incurred in excess of any costs You are able to recover under a Defendants Costs Order

Social Media Defamation

What Is Covered:	What Is Not Covered:
<p>Following defamatory comments made about You through a social media website, Standard 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 comments is known, You are also covered for Standard Advisers' Costs to write one letter to the author requesting that the comments are removed from the social media website.</p>	<p>Claims where You are not aged 18 years or over.</p>

General Exclusions

1. There is no cover where:

- a. **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b. An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- c. **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

2. There is no cover for:

- a. Claims over loss or damage where that loss or damage is insured under any other insurance
- b. Claims made by or against **Your** insurance advisor, the **Insurer**, the **Adviser** or **Us**
- c. Any claim **You** make which is false or fraudulent or exaggerated
- d. Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- e. **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

3. There is no cover for any claim directly or indirectly arising from:

- a. A dispute between **You** and someone **You** live with or have lived with
- b. **Your** business trade or profession other than as an **Employee**
- c. An application for a judicial review
- d. Defending or pursuing new areas of law or test cases

4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

Conditions

1. Claims

- a. **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. Claims relating to Personal **Identity Fraud** must be reported within 45 days of **You** becoming aware of the incident.
- b. **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
 - i. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c. The **Adviser** will:
 - i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii. Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii. Keep **Us** advised of **Advisers' Costs** incurred.
 - iv. Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi. Attempt recovery of costs from third parties.
- d. In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e. **The Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f. **You** shall supply all information requested by the **Adviser** and **Us**.
- g. **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h. **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a. Being able to recover the amount of money at stake
- b. Being able to enforce a judgement
- c. Being able to achieve an outcome which best serves **Your** interests

3. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

4. Cancellation

You may cancel this insurance at any time by contacting Arthur J. Gallagher. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance. If **You** cancel this policy after 14 days, no refund in premium will be made.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

5. Disputes

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

6. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

Customer Services Information

How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

Data Protection Act

Your details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

We may need to disclose personal details to third parties involved in administering this policy. **Your** personal details may be transferred to any country, including countries outside the European Economic Area for this purpose and for system administration. The personal details that **You** provide will at all times be held securely in accordance with the principles of UK law. By submitting **Your** information **You** consent to such a transfer.

How to make a claim

If **You** are unhappy with the service provided to **You** in relation to the selling of or administration of **Your** policy, please contact:

The Managing Director:
Arthur J. Gallagher (UK)
St Mark's Court
North Street
Horsham
West Sussex, RH12 1RZ

If **You** are unhappy with the service that has been provided to **You** in relation to a claim, **You** should contact **Us** at the address below. **We** will always confirm to **You**, promptly, that **We** have received **Your** complaint. Within 4 weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within 8 weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After 8 weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 0844 770 9000
Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk/ or by telephoning 0800 678 1100.

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.fsa.gov.uk/register/home.do or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fsa.gov.uk/register/home.do or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

Heath Lambert Limited is authorised and regulated by the Financial Conduct Authority. Heath Lambert's Firm Reference Number is 312030. This can be checked on the Financial Services Register by visiting the website www.fsa.gov.uk/register/home.do or by contacting the Financial Conduct Authority on 0800 1116768.

Legal Expenses Policy Summary

This is a summary of the cover provided under your Legal Expenses policy. The full terms and conditions of the cover can be found in the Legal Expenses Policy Wording provided to you when you take out your insurance and is also available on request. It is important that you read the Policy Wording carefully when you receive it.

The insurance cover summarised in this document is provided by Inter Partner Assistance SA, and administered on their behalf by Arc Legal Assistance Ltd (We/Us/Our).

Significant features and benefits	Significant exclusions or limitations
Policy section - All	
<p>Legal Expenses of up to £60,000 per claim are covered.</p>	<p>This insurance covers the legal costs incurred by Arc Legal's panel solicitors. You are not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises.</p> <p>It is a key condition of this insurance that there must be reasonable prospects of success in taking legal action before a claim for legal costs will be accepted.</p> <p>For full details of policy exclusions please refer to the policy wording.</p> <p>In summary there is no cover for:</p> <ul style="list-style-type: none"> • Costs incurred without our prior consent • Claims arising from a dispute between you and someone you live with or have lived with • Claims where an estimate of the advisers' costs is more than the amount in dispute <p>An excess of £100 is applicable on the Property Infringement and Employment sections of cover.</p>
Policy section - Consumer Pursuit	
<p>Legal costs to pursue: Contract claims against a person / organisation providing defective goods or services.</p>	<p>At least £250 plus VAT must be in dispute.</p>

Policy section - Consumer Defence	
<p>Legal costs to defend: Contract claims brought by a person to whom private goods have been sold.</p>	At least £250 plus VAT must be in dispute.
Policy section - Personal Injury	
<p>Legal costs to pursue: Personal injury claims against the responsible person / organisation</p>	There is no cover for claims arising from an allegation of stress, psychological or emotional injury.
Policy section - Employment Disputes	
<p>Legal costs to pursue: An action before an employment tribunal for breach of your contract of employment or legal rights under employment laws.</p>	The alleged breach must have occurred at least 90 days after your Legal Expenses policy started unless equivalent cover was in place continuously for a period of at least 90 days leading up to when the breach of contract first occurred.
Policy section - Property Infringement	
<p>Legal costs to pursue: Actions for nuisance or trespass relating to the home.</p>	The nuisance or trespass must have occurred at least 180 days after your Legal Expenses policy started unless equivalent cover was in place continuously for a period of at least 180 days leading up to when the breach of contract first occurred.
Policy section - Property Damage	
<p>Legal costs to pursue: Actions against parties causing physical damage to the home.</p>	There is no cover for claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
Policy section - Property Sale and Purchase	
<p>Legal costs to pursue or defend: An action arising from a breach of a contract for the sale or purchase of your main home.</p>	At least £500 plus VAT must be in dispute.
Policy section - Tax	
<p>Accountancy fees as a result of an HM Revenue and Customs Full Enquiry.</p>	Accountancy fees which relate to your business trade or profession.
Policy section - Personal Identity Fraud	
<p>Legal costs to defend: Proceedings, reverse incorrect judgments and challenge consumer credit ratings resulting from identity fraud.</p>	There is no cover for claims where you did not take reasonable precautions against identity fraud or take action to protect yourself from identity fraud.

Policy section - Motor Prosecution Defence	
<p>Legal costs to defend: Motoring prosecutions.</p>	<p>There is no cover for claims for alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs.</p>
Policy section - School Admission Disputes	
<p>Legal costs in appealing the decision of a Local Education Authority (LEA).</p>	<p>There is no cover for claims where the child has been suspended, expelled or permanently excluded from another school.</p>
Policy section - Vehicle Cloning	
<p>Legal costs to defend: An action arising from use of the identity of a vehicle owned by you by another party without your permission.</p>	<p>There is no cover for claims where the vehicle's identity has been copied by somebody living with you.</p>
Policy section - Criminal Prosecution Defence	
<p>Legal costs to defend: An action arising out of your work as an employee in a prosecution brought against you in a court of criminal jurisdiction.</p>	<p>There is no cover for legal costs where you are entitled to a grant of legal aid from the body responsible for its administration or where funding is available from another public body, a trade union, employer or any other insurance policy.</p>
Policy section - Social Media Defamation	
<p>Legal costs to write to the provider or author of a social media website in order to remove defamatory comments made about you.</p>	<p>There will be no cover unless you are aged 18 years or over.</p>
Policy section - All	
<p>Legal Helpline 24/7</p>	

Cancellation rights

You may cancel this insurance at any time by contacting Arthur J. Gallagher. If you exercise this right within 14 days of taking out this insurance, you will receive a refund of premium provided you have not already made a claim against the insurance. If you cancel this policy after 14 days, no refund in premium will be made.

To make a claim

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line on **0844 770 1040** and quote "**Arthur J. Gallagher Legal Expenses**". Full details of claims conditions can be found within the 'Conditions' section of the Policy Wording.

Complaints

If you are unhappy with the service provided to you in relation to the selling of or administration of your policy, please contact:

The Managing Director:
Arthur J. Gallagher (UK)
St Mark's Court
North Street
Horsham
West Sussex, RH12 1RZ

If you are unhappy with the service that has been provided in relation to your claim, you should contact us at the address below.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 0844 770 9000
Email claims@arclegal.co.uk

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. For full details of our complaints procedure and how to contact the Financial Ombudsman Service please see our policy document.

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.