

FAMILY LEGAL PROTECTION – Policy Wording

Family Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advice
- Discounted legal services
- Insurance for legal costs for certain types of disputes

ASSISTANCE HELPLINE SERVICES

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 **0344 770 1040** and quote “**HISL**”.

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

Debt Counselling Helpline

Managing money well is sometimes overlooked in the pressures of daily lives. **You** can talk about any financial concerns or worries through **Our** 24/7 Debt Counselling Helpline.

Expert confidential help is at hand through **Our** trained independent counsellors ready to assist with counselling, support, advice and help. If **Your** debt is complicated the counsellor can also direct **Your** call to **Our** specialist debt experts who will talk through the stages of prioritising the debts and steps to resolution. Importantly once **You** are managing **Your** money concerns the support of **Our** counsellors is available 24/7 to help **You** find better ways to control future spending and deal with money related issues.

Simply telephone **0344 770 1036** and quote “**HISL**”.

Additional Legal Services

In this package **Our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal costs, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:-

- Legal costs arising from the sale or purchase of the home and re-mortgaging
- Divorce and child custody issues
- Wills and probate

To help **You** deal with these and other matters which may arise, **We** are able to give **You** access to discounted legal services provided by **Us** in partnership with **Our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **You** would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to **You**. **Our** panel solicitors will give **You** a quotation for the likely cost of their representation and it will then be **Your** decision whether **You** appoint them to act for **You**.

TERMS OF COVER

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, 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 Instructed 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**.

MEANING OF WORDS

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

Adviser	Our specialist panel solicitors or accountants 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 or accountancy 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	Instructed 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:- Property Disputes and Employment: £250 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.
Instructed Adviser's Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents
Insurer	AmTrust Europe Limited.
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 an HM Revenue and Customs Full Enquiry , the Insured Incident shall be deemed to be the date

HM Revenue and Customs issue a formal notice to **You** notifying of a full enquiry into **Your** non-business affairs.

Insured Period One year from the inception or renewal date shown on **Your** Cover Summary and will continue for the remaining duration of the associated insurance to which this policy is annexed, or twelve calendar months, whichever is the lesser

Legal Action(s)

- 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,
- The defence of motor prosecutions

Maximum Amount Payable The maximum payable in respect of an **Insured Incident** is - stated below:

All sections: £75,000

Territorial Limits The European Union.

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,
- Is named as the Policyholder in the 'Confirmation of Coverage' section
- Has been declared to **Us** by **Your** insurance adviser
- Is permanently resident at the property covered under the household insurance to which this cover attaches.

Cover also applies to **Your** family members normally 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 **Your** death.

COVER

Consumer Disputes

What is insured

Costs to pursue or defend a **Legal Action** following a breach of a contract **You** have for:

- a) buying or renting goods or services for **Your** private use; or
- b) 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.

What is not insured:-

Claims

- a) Where the amount in dispute is below £125 including VAT
- b) Where the breach of contract occurred before **You** purchased this insurance
- c) Involving a vehicle owned by **You** or which **You** are legally responsible for
- d) Arising from a dispute with any government, public or local authority
- e) Arising from the purchase or sale of **Your** main home
- f) Relating to a lease tenancy or licence to use property or land
- g) 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
- h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- i) Directly or indirectly arising from planning law
- j) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use

Personal Injury

What is insured

Costs to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

What is not insured:-

Claims

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- c) For illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) Involving a vehicle owned or driven by **You**

Employment Disputes

What is insured

Instructed 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 of **Your Contract of Employment** or rights under employment laws as an **Employee**.

What is not insured:-

Claims

- a) 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
- b) 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)
- c) For **Instructed Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement
- d) Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment
- e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

Property Disputes

What is insured:-

Costs to pursue a Legal Action:

- a) for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home. There is no cover where the nuisance or trespass started 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 nuisance or trespass first started; or
- b) damages against a person or organisation that causes physical damage to **Your** main home or **Your** personal effects. The damage must have been caused after **You** first purchased this insurance.

What is not insured:-

Claims

- a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) For adverse possession
- c) In respect of a contract **You** have entered into
- d) Directly or indirectly arising from planning law
- e) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- f) Directly or indirectly arising from:
 - 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 insured

Costs to pursue or defend a **Legal Action** arising from a breach of a contract for the sale or purchase of **Your** main home.

What is not insured:-

Claims

- 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 £125 including 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 insured

Instructed Advisers' Costs incurred by an Accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position.

This cover applies only if **You** have:-

- a) Maintained proper, complete, truthful and up to date records
- b) Made all returns at the due time without having to pay any penalty
- c) Provided all information that HM Revenue and Customs reasonably requires

What is not insured:-

Claims

- a) Where:
 - i) Deliberate misstatements or omissions have been made to the authorities
 - ii) Income has been under-declared because of false representations or statements by **You**
 - iii) **You** are subject to an allegation of fraud
- b) For **Instructed Advisers' Costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs
- c) For enquiries into aspects of **Your** Tax Return (Aspect Enquiries)

School Admission Disputes

What is insured

Instructed 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.

What is not insured:-

Claims

- a) Arising where examinations or other selection criteria are part of the acceptance process
- b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to
- c) Where the child has been suspended, expelled or permanently excluded from another school

Probate

What is insured

Costs to pursue legal proceedings within the **Territorial Limits** by **You** in respect of a probate dispute involving the will of **Your** deceased parents, grandparents, children, step-children or adopted children where **You** are contesting a will as a beneficiary.

What is not insured:-

Claims in respect of any dispute or **Costs** where a will has not been previously made, concluded or cannot be traced.

Legal Defence

What is insured

- a) **Costs** in a **Legal Action** to defend **Your** legal rights in the following circumstances arising out of **Your** work as an **Employee**:-
 - i.) Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
 - ii.) In a prosecution brought against **You** in a court of criminal jurisdiction
 - iii.) In a civil action brought against **You** for compensation under Data Protection Legislation
 - iv.) In civil proceedings brought against **You** under legislation for unlawful discrimination

- b) **Costs** in a **Legal Action** to defend **Your** legal rights arising out of a formal investigation or disciplinary hearing brought against **You** by any trade association or professional or regulatory body
- c) **Instructed 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.

What is not insured:-

Claims

- a) 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
- b) For **Costs** where **You** are entitled to a grant of legal aid from the the body responsible for its administration or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) For parking offences which cannot lead to penalty points on **Your** licence
- d) Following an allegation of violence or dishonesty
- e) For **Instructed Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order

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 adviser, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false, 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.
- 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 Instructed 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

This section contains important notes about **Your** rights, and **Our** rights, to cancel this policy. **You** must read these notes carefully. To cancel this cover, please contact Hastings Direct.

Your rights to cancel this policy

You have got the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the insurance documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'. **You** can also cancel this policy at any time after the initial 14 day period, detailed above, by giving notice to Hastings Direct.

Our rights to cancel your policy

We can give **you** seven days' notice of cancellation if we have a valid reason. **We**, or Hastings Direct, can cancel **Your** policy at any time by sending **You** seven days' written notice to the last postal or email address on **Our** system, stating why the policy has been cancelled. Valid reasons may include but are not limited to:

- **You** fail to pay the premiums, or if **You** are paying in instalments by direct debit, **You** fail to pay Hastings Direct.
- **You** don't keep to the terms and conditions of this policy in any significant way.
- **You** don't cooperate with **Our** representatives/advisers.
- **You** use threatening or abusive behaviour or language, or intimidate or bully **Our** staff or suppliers in connection with this policy.
- **You** refuse to allow reasonable access to **Your** property and any information which **We** require in order to provide the services **You** have requested under this policy.
- **We** are prevented from providing cover under this policy by law or other reason.
- **You** repeatedly, or seriously, break the terms of this policy.

If **Your** policy is cancelled, by **You** or **Us**, **Your** refund of premium will be calculated as follows:

- Within the 14 day 'cooling-off period' a full refund will be given
- At any other time a pro-rata refund of the premium will be given
- If **You** have made a claim during the **Insured Period**, no refund of the premium will be given.

If **You** are paying by instalments and a claim has been made, **You** will have to pay the balance of the full annual premium.

We can cancel without giving you any notice

If **You** make, or try to make, a fraudulent claim under this policy, or if **We** reasonably suspect fraud, **We** or Hastings Direct, have the right to cancel **Your** policy without giving **You** notice and without refunding **Your** premium.

If **Your** Hastings Direct home insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

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.

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 on 0344 770 1040.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant 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.

YOUR PRIVACY

Your privacy is important to Hastings Insurance Services Limited and **us** and **we** go to great lengths to protect it. Details of the data **we** hold about **you** are set out in Hastings Insurance Services Limited's privacy notice. The privacy notice tells **you** about the personal data **we**, as a Product Provider, and Hastings Insurance Services Limited hold about **you**, so **we** can provide **you** with a quote or insurance policy. It explains how **we** and Hastings Insurance Services Limited may collect, use and share **your** details and tells **you** about **your** rights under data protection laws. **You**'ll find the privacy notice at www.hastingsdirect.com/privacy-notice but if **you**'d prefer a paper copy, please contact the customer relations team by phone: 0333 321 9677 or by email: customerrelations@hastingsdirect.com.

The data protection team is responsible for overseeing questions in relation to the privacy notice, including any requests to exercise **your** legal rights under data protection laws.

You can contact them at:

Data Protection Team

Email address: dataprotection@hastingsdirect.com

Postal address: Hastings Insurance Services Limited, Conquest House, Collington Avenue, Bexhill-on-Sea TN39 3LW

Please make sure to include **your** full name, policy and/or quote number if applicable, address and date of birth.

CUSTOMER SERVICES INFORMATION

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four 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 eight 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 eight 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: 01206 615000

Email: customerservice@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 <http://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.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: 10th Floor 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