

# Family Legal Protection



## Insurance Product Information Document

**Company:** Pen Underwriting Limited  
Registered in England No 5172311.  
Authorised and regulated by the Financial  
Conduct Authority 314493

**Product:** Family Legal Protection

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

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.

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

### What is this type of insurance?

Family Legal Protection provides insurance to cover up to £75,000 for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



#### What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Consumer Pursuit:** To pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling your own personal goods.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Disputes:** To pursue a legal action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an employee of your contract of employment or legal rights under employment laws.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to your main home.
- ✓ **Property Sale and Purchase:** To pursue or defend a legal action arising from a breach of a contract for the sale or purchase of your main home.
- ✓ **Motor Prosecution Defence:** To defend a legal action in respect of a motoring offence, arising from your use of a vehicle.
- ✓ **Personal Identity Fraud:** Costs arising from identity fraud:
  - To defend your legal rights and/or take steps to remove County Court Judgments against you that have been obtained by an organisation from which you are alleged to have purchased, hired or leased goods or services.
  - To deal with all organisations that have been



#### What is not insured?

The policy does not provide cover for:

- ✗ **Pre-inception incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of success:** We won't cover any legal action if there are not prospects of success. This is where the likelihood of winning is less than 50%.
- ✗ **Minimum amount in dispute:** We won't cover claims for Consumer Pursuit, Consumer Defence or Property Sale and Purchase if the amount in dispute is less than £250 (plus VAT). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone you live with or have lived with; nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



#### Are there any restrictions on cover?

- ! **Excess:** You are responsible for the first £200 of any claim under the Property Infringement section of cover.
- ! **Qualifying period:** There is 90 day qualifying period for claims for Employment Disputes, and a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.

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.

✓ **Tax:** Accountancy fees if you are subject to an HM Revenue and Customs Full Enquiry into your personal Income Tax position.

✓ **Legal Defence:** To defend your legal rights:

- Arising out of your work as an employee.
- Arising out of a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body.



### Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.



### What are my obligations?

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



### When and how do I pay?

Your broker will advise you of the full details of when and the options by which you can pay.



### When does the cover start and end?

This insurance cover is for a 12 month period and the start date and end date of the cover are specified in your policy schedule.



### How do I cancel the policy?

You can cancel the policy at any time by contacting your broker

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