



# **HIGH NET WORTH FAMILY LEGAL EXPENSES INSURANCE**

**September 2021**

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## POLICY DEFINITIONS

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 Court 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- <b>court</b> ' 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>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 Royal & Sun Alliance Insurance Ltd.
<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.
<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.

### Time of occurrence

Civil Cases - Clinical Negligence (where covered by this policy)- the date upon which the **event** first became known.

All other Civil Cases – the date upon which the **event** first occurred.

### Vehicle Authority

Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency (DVA) and Parking and Traffic Appeals Service (PTAS).

### Vehicle Identity Theft

The misappropriation of the vehicle registration mark of the **insured vehicle** without **your** knowledge or consent. The vehicle registration mark details are then used to obtain goods, services or to commit motoring offences or contravene any congestion zone fees or commit parking offences.

### We, us, our

ARC Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd.

### Vasek Insurance

Vasek Insurance, a trading name of Arthur J. Gallagher Insurance Brokers Limited, arrange and administer this insurance policy on behalf of ARC Legal Assistance Ltd and Royal Sun Alliance Insurance Ltd.

### You, your

- a) The person named as the policyholder in the **schedule**.
- 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 **home**.

## YOUR FAMILY LEGAL EXPENSES INSURANCE POLICY

Vasek Insurance, a trading name of Arthur J. Gallagher Insurance Brokers Limited, arrange and administer this insurance policy on behalf of ARC Legal Assistance Ltd and Royal Sun Alliance Insurance Ltd.

This policy is evidence of a legally binding contract of insurance between **you** (the insured) and ARC Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd.

They rely upon:

- The information you provided or which has been provided on **your** behalf when **you** took out insurance with **us**; and
- Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract.

**You** must read this policy and schedule together. Please check these documents carefully to make certain they give **you** the cover **you** want.

**We** agree to insure **you** under the terms, condition(s) and exceptions contained in this policy or in any endorsement applying to this policy. The insurance provided by the policy covers legal expenses arising from certain events that may occur within England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man during any **period of insurance** for which **you** have paid, or agreed to pay the premium.

Nobody other than **you** (and the insured persons) and **us** has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

The terms and condition(s) of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the 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 884066

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 & Vehicle 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.

## 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.

Visit <https://claims.arclegal.co.uk> to submit **your** claim online.

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

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5NE

Call **us** on **01206 615 000**

## 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.

## 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?
<p><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.</p>	<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?
<p><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.</p>	<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?
<p><b>Costs</b> to pursue or defend <b>civil legal action</b> arising out of a contract <b>you</b> have entered into for:</p> <ul style="list-style-type: none"> <li>a) Obtaining services.</li> <li>b) The purchase, hire, hire-purchase or sale of any personal goods.</li> </ul> <p><b>Claims within the Small Claims Court Limits</b> The payment of appropriate experts and Court fees together with assistance provided by <b>our</b> in-house legal advisors.</p> <p><b>Claims above Small Claims Court Limits</b> The payment of costs incurred by the authorised professional appointed by <b>us</b>.</p>	<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>

## HOME RIGHTS

What is Covered?	What is Excluded?
<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>

## PROBATE

What is Covered?	What is Excluded?
<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.	<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>

## TAXATION

What is Covered?	What is Excluded?
<b>Costs</b> arising from or relating to an <b>Aspect Enquiry</b> or a full HM Revenue & Customs investigation of <b>your</b> personal tax affairs.	<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>

## EMPLOYMENT

What is Covered?	What is Excluded?
<ol style="list-style-type: none"><li>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.</li><li>2. The <b>cost</b> of <b>you</b> taking <b>civil legal action</b> against <b>your</b> employer over <b>your</b> contract of employment. As soon as <b>you</b> knew of the dispute, <b>you</b> must have taken and followed legal advice from <b>us</b>.</li></ol>	<ol style="list-style-type: none"><li>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.</li></ol>

## CRIMINAL PROSECUTION DEFENCE

What is Covered?	What is Excluded?
<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>	<ol style="list-style-type: none"> <li>1. <b>Costs</b> required to be paid by <b>you</b> in excess of any assessed contribution.</li> <li>2. Any legal aid (or equivalent) contribution or <b>costs</b> payable post-verdict.</li> <li>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.</li> <li>4. <b>Costs</b> to defend any action, enforcement or recovery of sums payable against you under the rules of any legal aid (or equivalent) scheme.</li> </ol>

## EDUCATION

What is Covered?	What is Excluded?
<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>	<ol style="list-style-type: none"> <li>1. Claims where acceptance at the school involves examinations or other selection criteria.</li> <li>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.</li> <li>3. Claims where the procedure for appealing against the decision to refuse a place at the school has not been followed.</li> <li>4. Claims where the child has been expelled, suspended or permanently excluded from another school.</li> <li>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 5th birthday.</li> <li>6. Claims arising from or relating to an Education, Health and Care Plan.</li> </ol>

## JURY SERVICE EXPENSES

What is Covered?	What is Excluded?
<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>

## SOCIAL MEDIA DEFAMATION

What is Covered?	What is Excluded?
<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>

## HOME SALE/PURCHASE

What is Covered?	What is Excluded?
<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> <ol style="list-style-type: none"> <li>The vendor of the <b>home</b>.</li> <li><b>Your</b> mortgage lender</li> <li><b>Your</b> property valuer or surveyor</li> <li><b>Your</b> solicitor or licenced conveyancer.</li> <li>A builder providing warranty on the <b>home</b> or any built-in domestic appliance.</li> <li>The public utility responsible for the connection of electricity, gas, water, sewage or telephone services to <b>your home</b>.</li> <li>The removal firm contract to move <b>your</b> household possessions.</li> </ol>	<ol style="list-style-type: none"> <li>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.</li> <li>Claims arising from the purchase or sale of any property which is not <b>your</b> principal, permanent place of residence.</li> <li>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.</li> </ol>

## IDENTITY THEFT

What is Covered?	What is Excluded?
<ol style="list-style-type: none"> <li>1. <b>Costs</b> arising from <b>identity theft</b>:               <ol style="list-style-type: none"> <li>a) To defend a claim from a financial institution, merchants or their collection agencies.</li> <li>b) For the removal of any criminal or civil judgements wrongly entered against <b>you</b>.</li> <li>c) To challenge the accuracy or completeness of any information in a <b>credit reference agency</b> report.</li> <li>d) To create documents needed to prove <b>you're</b> innocent in terms of any financial irregularities committed unlawfully.</li> </ol> </li> <li>2. 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>3. 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>4. <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>1. Any claims connected with <b>your</b> business, profession or occupation.</li> <li>2. 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>

## IDENTITY THEFT CLAIMS CONDITIONS

If **you** discover **your** identity has been stolen, please follow the below:

1. File a Police report within 48 hours.
2. Contact the Identity Theft Helpline Service on **01384 397757**.
3. Ensure **you** provide **your** address history for the past 6 years.
4. Let **your** financial institutions, **payment card** company(ies) and all other accounts know of the **identity theft** as soon as possible.
5. Fill out and return any claim forms, including an authorisation for **us** to obtain records and other necessary information if applicable.
6. If **you** wish to make a claim for lost wages, **you** must send us proof from **your** employer and provide evidence to show that it was necessary.
7. Send **us** copies of any demand notices, summonses, complaints or legal papers received in connection with a loss suffered.
8. Take all necessary action to prevent further damage to **your** identity.

## VEHICLE IDENTITY THEFT

What is Covered?	What is Excluded?
<p><b>Costs</b> arising from <b>vehicle identity theft</b>:</p> <ul style="list-style-type: none"><li>a) For the removal of any criminal or civil judgements wrongly entered against <b>you</b>.</li><li>b) To defend a motoring prosecution brought against <b>you</b> as a result of <b>vehicle identity theft</b>.</li></ul>	<ol style="list-style-type: none"><li>1. Any <b>costs</b>, expenses or losses incurred due to any fraudulent, dishonest or criminal act by <b>you</b> or by any other person acting in collusion with <b>you</b>.</li></ol>

## GENERAL EXCLUSIONS

1. **Costs** incurred:
  - a) In respect of any **event** where the **time of occurrence** commenced prior to the commencement of the 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 the **authorised professional**, 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 Vehicle Identity Theft.
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 of 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 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 POLICY

### Royal & Sun Alliance Insurance Ltd Privacy Policy

**Your** privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view **our** full privacy notice by visiting: <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>.

If **you**'re unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

**You** can also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### ARC Legal Assistance Ltd Privacy Notice

Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current data protection legislation. For more information, please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

### Vasek Insurance Short Form Privacy Notice

We (Vasek Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited) are the data controller of any personal data **you** provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how **your** personal data is used, shared, disclosed and retained, **your** rights in relation to **your** personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <http://www.ajg.com/uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle **your** data. Please ensure **you** review our Privacy Notice periodically to ensure **you** are aware of any changes.

If **you** are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to **you**, **you** shall ensure that **you** have obtained all appropriate consents, where required, tell them **you** are providing their information to us and show them a copy of this notice. **You** must not share personal data with us that is not necessary for us to offer, provide or administer our services to **you**.

## 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 Ltd  
PO Box 8921  
Colchester  
CO4 5NE

Email **us** at:

[customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

Call **us** on:

01206 615 000

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 €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service,  
Exchange Tower,  
London,  
E14 9SR

Tel: 0300 123 9123

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

Royal & Sun Alliance Insurance Ltd 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.



**Vasek Insurance**  
30-34 Hounds Gate,  
Nottingham,  
NG1 7AB

0115 950 5052

[www.vasek.co.uk](http://www.vasek.co.uk)

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