



Legal Expenses Insurance

Customer Services Helpline 0845 365 3043

Claims Helpline 0844 770 1040

Introduction

This is **your** legal costs insurance policy document. This policy, any endorsement and **your schedule** make up **your** insurance documents. **You** should keep these documents in a safe place.

Please ensure that:

- **You** understand what the policy covers and the restrictions and exclusions.
- **You** understand what **your** responsibilities are under the policy.

The insurance **administrator** is 3XD Limited who administer **your** policy on behalf of Arc Legal Assistance Limited.

When drawing up this contract, **we** have relied on the information and statements that **you** have provided in the proposal for **your** home insurance.

The insurance relates only to those sections of the policy that are shown on the **schedule** as being included.

This insurance covers **advisers' costs** and other costs and expenses as detailed under the **indemnity theft** section of cover up to the **limit of indemnity** where:

- The **insured incident** takes place in the **insured period** and within the **territorial limits**; and
- The **legal action** takes place in the **territorial limits**.

Important Numbers

If **you** need any more information about the administration of **your** policy please call:

- 0845 519 4960 for administration queries (lines are open 9am to 6pm Monday to Friday)
- 0844 770 1040 for legal or claims advice (lines are open 24 hours a day)

Telephone Helpline

You can use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.

Specialist lawyers are on 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 or by completing the claim form sent 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.

For help at any time, simply telephone **0844 770 1040** and quote 3XD Family Legal.

Definitions

Throughout this policy there are special words shown in **bold type**. Wherever **we** use these words in this policy document they will always have the following meanings:

Administrator	3XD Limited.
Adviser	Our specialist panel solicitors or their agents appointed by us to act for you , or, subject to our agreement, where court proceedings have been started or a conflict of interest arises, another legal adviser nominated by you .
Advisers' costs	Reasonable legal or accountancy fees and disbursements incurred by the adviser with our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against you and paid on the standard basis of assessment.
Computer	Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
Conflict of Interest	Your advisers' duty to act in your best interests in relation to your claim conflicts with, or there is a significant risk that it may conflict with, any duty your adviser owes, or obligation it has, to any other party.
Daily Rate	An amount equal to 1/250 th of your normal income .
Excess	The amount you must pay towards the cost of your claim as follows: <ul style="list-style-type: none">• All sections other than the property section £50• Property section £250
HM Revenue and Customers Full Enquiry	An enquiry under Section 9A of the Taxes Management Act 1970 into your PAYE income or gains.
Identity Theft	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.
Insurance Providers	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
Insured Incident	Either of the following: <ul style="list-style-type: none">• The incident or first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have been arises from all causes of action, incidents or events that are related by cause or time; or• In a claim arising from identity theft the insured incident is a single act or the start of a series of single acts against you by one person or a group of people.
Insured Period	One year from the inception or renewal date shown on your schedule .
Legal Action(s)	The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions to do with your employment .
Limit of Indemnity	The maximum payable in respect of an insured incident is £50,000.

Normal Income	<p>Either of the following:</p> <ul style="list-style-type: none"> • If you are employed the average of the amounts shown on your payslips from your employer during the last 12 months (excluding bonus payments and overtime); or • If you are self employed the monthly average of the income you declared to the Inland Revenue for the previous tax year.
Schedule	The document the administrator sends you that confirms your cover under this policy.
Standard Advisers' Costs	The level of advisers' costs that would normally be incurred in using a nominated adviser of our choice.
Territorial Limits	<p>Dependent on the circumstance, one of the following:</p> <ul style="list-style-type: none"> • For consumer defence, consumer pursuit sections: European Union • For all other sections: Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.
We/Us/Our	Arc Legal Assistance Limited who have arranged this insurance on behalf of the insurance provider .
You/Your/Yourself	Any person who has paid the premium, on or whose behalf the premium has been paid and declared to us by the administrator and is permanently resident at the property covered under the household insurance to which this cover attaches. The cover also applies to that person's family members normally resident with them. If you die your personal representatives will be covered by the insurance on your behalf for insured incidents that arose prior to your death.

Consumer Pursuit

What is insured:

Advisers' costs to pursue **legal action** following a breach of contract **you** have for buying or renting goods or services for **your** private use. This includes the purchase of **your** main home. The contract must have been made after **you** first purchased this insurance and, in respect of disputes over the purchase of **your** main home, the purchase must have commenced at least 180 days after **you** first purchases this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:

- Claims where the amount in dispute is less than £250 plus VAT;
- Claims involving a motor vehicle owned by **you** or for which **you** are legally responsible for; or
- Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Personal Injury

What is insured:

Advisers' costs to purchase claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.

What is not insured:

- Claims arising from medical or clinical treatment, advice, assistance or care;
- Claims arising from stress, psychological or emotional injury;
- Claims arising from illness, personal injury or death which is caused gradually or is not caused by a specific event; or
- Claims involving a motor vehicle owned by **you** or for which **you** are legally responsible for.

Employment Disputes

What is insured:

Advisers' costs to pursue an 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.

What is not insured:

- Claims where the breach of contract occurred within the first 90 days after **you** first purchased this insurance;
- Claims 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);
- Claims for **advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any compromise agreement;
- Claims where the breach of contract is alleged to have commence or to have continued after the termination of **your** employment;
- Claims for an allegation of less favourable treatment between men and women in the terms of pay and conditions of employment; or
- Claims for **advisers' costs** awarded by an employment or employment appeals tribunal that **you** are ordered or agree to pay.

Property Infringement

What is insured:

Advisers' costs to pursue actions for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:

- Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority; or
- Claims in respect of any boundary disputes.

Property Damage

What is insured:

Advisers' costs to pursue claims for financial compensation 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.

What is not insured:

- Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority;
- Claims where the amount in dispute is less than £100 plus VAT; or
- Claims in respect of any boundary disputes.

Consumer Defence

What is insured:

Advisers' costs to defend **legal action** brought against **you** following a breach of a contract **you** have for selling goods for the private and personal use of another person. This insurance includes the sale of **your** main home. The contact must have been made after **you** first purchased this insurance and, in respect of disputes over the sale of **your** main home, the sale must have commenced at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:

- Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority;
- Claims where the amount in dispute is less than £250 plus VAT; or
- Claims involving a motor vehicle owned by **you** or for which **you** are legally responsible for.

Tax

What is insured:

Adviser's costs if **you** are subject to an **HM Revenue and Customers Full Enquiry** into **your** personal income tax position.

This cover only applies if **you** have:

- Maintained proper, complete, truthful and up to date records;
- Made all returns at the due time without having to pay any penalty; and
- Provided all information that HM Revenue and Customers reasonably required.

What is not insured:

- Claims where deliberate misstatements or omissions have been made to the authorities;
- Claims where the Special Compliance Officer is investigating **your** affairs;
- Claims for accountancy fees which relate to **your** business, trade or profession;
- Claims in respect of income or gains which have been under declared because of false representations or statements by **you**;
- Claims for **advisers' costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customers; or
- Claims for **advisers' costs** arising after **you** receive a notice telling **you** that the enquiry has been completed.

Identity Theft

In respect of **insured incidents** arising from **identity theft you** are covered for **advisers' costs**:

- 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 theft**;
- To liaise with credit reference agencies and other relevant organisations on **your** behalf to advise that **you** have been the victim of **identity theft**; and/or
- To defend **your** legal rights and/or take reasonable steps to remove County Court Judgements 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 into the contract and allege that **you** have been the victim of **identity theft**.

What is not insured:

- Claims where **you** have not been the victim of **identity fraud**;
- Claims where the **insured incident** began to occur within 30 days of **you** first purchasing this insurance or similar insurance which expired immediately before this insurance began;
- Claims where the **insured incident** began to occur or had occurred before **you** purchased this insurance;
- Claims where the claim is false or fraudulent;
- Claims where **you** did not take reasonable precautions against **identity theft** or take action to protect **yourself** from **identity theft**;
- Claims where the **identity theft** has been carried out by somebody living with **you**;
- Claims for **advisers' 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; or
- Claims for any losses other than **advisers' costs** incurred by **you** as a result of **identity theft**.

You must agree to be added to the CIFAS Protection Register if **we** recommend it. **You** must notify claims as soon as reasonably possible within 45 days of the **insured incident** and complete a claim form. This must be returned promptly with all relevant information.

Legal Defence

What is insured:

Advisers' costs to defend **you** legal rights following an event arising from **your** work as an employee results in criminal proceedings being brought against **you**.

What is not insured:

- Claims for **advisers' costs** where the member is entitled to a grant of legal aid from the Legal Services Commission or where funding is available from another public body, a trade union, employer or any other insurance policy;
- Claims arising out of **you** owning or using a motor vehicle; or
- Claims for any offence **you** are accused of because **you** have allowed another person to use **your** motor vehicle.

We will provide this cover as long as **you** have a reasonable chance of successfully defending the prosecution at all times.

Discrimination

What is insured:

Advisers' costs to defend **your** legal rights following an event arising from **your** work as an employee results in civil proceedings being brought against **you** for sex, race, age, religious or disability discrimination at work.

We will provide this cover as long as **you** have a reasonable chance of successfully defending the prosecution at all times.

Data Protection

What is insured:

Advisers' costs to defend **your** legal rights following an event arising from **your** work as an employee results in civil proceedings being brought against **you** under the Data Protection Act 1998.

Jury Service

What is insured:

We will pay a **daily rate** for the duration **you** are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from **your** employer or the court.

We will pay 50% of the **daily rate** for each additional half day **you** are off work while attending jury service providing these costs are not recoverable from **your** employer or the court.

School Admissions Disputes

What is insured:

Advisers' costs in appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform with 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 arising where examinations or other selection criteria are part of the acceptance process;
- Claims involving schools which are not state schools falling under the LEA's jurisdiction or where the allocation of a place(s) does not sit within the LEA's responsibility;
- Claims arising prior to submitting an application to the school or LEA;
- Claims arising where the LEA's refusal occurred within 180 days of **you** first purchasing this insurance;
- Claims where the process for appealing against the decision to refuse a place at the school has not been adhered to;
- Claims where the child has been suspended, expelled or permanently excluded from another school; or
- Claims for children under 5 years except for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

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 expenses, in particular those which everybody at some times faces, but which are nevertheless often expensive and sometimes unexpected.

Examples are:

- Legal expenses arising from the sale or purchase of a home and re-mortgage;
- Divorce and child custody issues; and/or
- 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 legal 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 helpline 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**.

General Exclusions

1. There is no cover where:

- The **insured incident** began to start or had started before **you** bought this insurance;
- **You** should reasonably have know when buying this insurance that the circumstances leading to a claim under this insurance already existed;
- A reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute;
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim;
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**;
- **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; or
- Where **you** have other legal expenses insurance cover.

2. There is no cover for:

- The **excess**;
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary;
- The amount of **advisers' costs** that exceed **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice;
- **Advisers' costs** arising from any private prosecution
- Damages, interest, fines or costs awarded against **you** in a criminal court;
- Claims over loss or damage where that loss or damage is covered under another insurance;
- Claims made by or against the intermediary who submitted **your** application for insurance, the **administrator**, the **insurance providers**, the **adviser** or **us**;
- Any claim **you** make which is false or fraudulent;
- Defending **legal actions** arising from anything **you** did deliberately or recklessly;

- Appeals without the prior written consent of **us**;
 - The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings of a **conflict of interest** arising;
 - Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence; or
 - **Advisers' 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:
- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreement and passing off;
 - **Computer** software other than proprietary packaged software that has not been tailored to **your** requirements;
 - Planning law;
 - Constructing buildings or altering their structure;
 - Libel, Slander or verbal injury;
 - A dispute or licence to use property or land;
 - A venture for gain by **you** or **your** business partners;
 - A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
 - An application for a judicial review;
 - **Advisers' costs** incurred in defending or pursuing new areas of law or test cases;
 - An allegation of miss-selling of mismanagement of financial services or products;
 - Professional negligence in relation to services provided in connection with a matter not covered under this insurance;
 - Subsidence, land heave, land slip, mining or quarrying;
 - A tax or levy relating to **your** owning or living in **your** home; or
 - A manufacturer's warranty or guarantee.
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.

Claims Conditions

The following conditions apply to claims:

- **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. For claims relating to **identity theft**, these must be reported within 45 days of **you** becoming aware of the incident.
- **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.

- **You** must supply at **your** own expenses all the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and **you** wish to nominate an **adviser** to act for **you**, **you** may do so. Where **you** have elected to use an **adviser** or **your** own choice **you** will be responsible for any **advisers' costs** that exceed **our standard advisers' costs**. The **adviser** must:
 - i. Represent **you** in accordance with **our** standard conditions of appointment;
 - ii. Confirm in writing that he will enable **you** to comply with his obligations under this insurance; and
 - iii. Agree with **us** the rate which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an **adviser** and this nomination shall be binding.
- The **adviser** will:
 - i. Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained;
 - ii. Keep **us** fully advised of any 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 payment in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree at **our** absolute discretion to allow the case to proceed;
 - v. Submit bills for assessment and certification by the appropriate body is requested by **us**; and
 - vi. Attempt recovery of costs from third parties.

Disputes

Subject to **your** right to refer a complaint to the Financial Ombudsman (see Making a Complaint) any dispute between **you** and **us** shall be referred to an arbitrator who will either be a solicitor or 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.

Reasonable Prospects

At any time **we** may form the view that **you** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **we** may decline support or any further support. In forming this view **we** may consider:

- The amount of money at stake;
- Whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter;
- The prospects of being able to enforce a judgement; and/or
- Whether **your** interest could be better achieved in another way.

Making a Claim

If **you** need legal advice or to make a claim please telephone the helpline on 0844 770 1040.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstance which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the helpline.

Premium Payments

This is an annual insurance policy where **your** premium is collected from **your** bank account on a monthly basis. The dates on which **your** premium will be collected is shown on **your schedule**.

We will not make any payment under this policy unless **you** have paid the premium due to **us**.

If **we** are required to change the level of Insurance Premium Tax or make other changes **we** will change **your** premium from the date the changes come into force.

We can change **your** premium for other reasons by giving **you** 30 days notice in writing.

Cooling Off Period

You are entitled to cancel this insurance by writing to the **administrator** within 14 days of either:

- The date **you** receive **your** insurance documentation; or
- The **start date** of the policy, whichever is the later.

If **you** exercise this right **you** will receive a refund of premium provided **you** have not already made a valid claim against the insurance.

Cancelling your Insurance

You may cancel this policy at the end of any month by writing to the **administrator**.

We may cancel this policy by sending **you** 14 days notice to **your** correspondence address shown in the **schedule**.

As the premium for this policy is paid monthly, **we** will not return any premium **you** have paid.

If any month's premium is not paid for any reason, **you** will receive a letter from **us** asking for payment so the insurance can continue. If **we** do not receive payment within 30 days from when it was due, the insurance will stop from the end of the last month for which premium was received.

Law & Language applicable to the Insurance

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

Your Personal Information

For the purposes of the Data Protection Act 1988, the Data Controllers in relation to any personal data **you** supply are 3XD Limited, Arc Legal Assistance Limited and Inter Partner Assistance SA.

Telephone Call Recording

For **our** joint protection and for the use of quality control and staff training, telephone calls may be recorded and/or monitored.

Making a Complaint

If **you** are unhappy about how the policy was sold **you** should contact the intermediary who arranged **your** cover, shown on **your schedule** who will notify **you** of their complaints procedure.

If **you** are unhappy about the administration **you** should initially contact the **administrator** in writing or by phone.

The address is: 3XD Limited
PO Box 177
Clitheroe
Lancashire
BB7 0DT

The telephone number is: 0845 519 4960

If **you** are unhappy about claims administration **you** should initially contact **us** in writing or by phone.

The address is: Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5YD

The telephone number is: 0844 770 9000

The email address is: claims@arclegal.co.uk

If **you** are still unhappy with the response or **your** complaint is still unresolved after 8 weeks, **you** may ask the Financial Ombudsman Service (FOS) to review the complaint.

The address is: Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

The telephone number is: 0845 080 1800

The email address is: complaint.info@financial-ombudsman.org.uk

This does not affect any right of legal action **you** may have. 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

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal Assistance Limited or Inter Partner Assistance SA 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 0207 892 7300.

Authorisation

Arc Legal Assistance Limited is authorised and regulated by the Financial Services Authority. **Our** FSA register number is 305958. **Our** permitted business is arranging (bringing about) non investment insurance contract, advising on non investment insurance contract, dealing as an agent in non investment insurance contract and assisting in the administration and performance of non investment insurance contracts.

You can check this on the FSA's register by visiting www.fsa.gov.uk or by telephoning the FSA on 0845 606 1234.

Inter Partner Assistance SA is based in Belgium and authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their regulated activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

Inter Partner Assistance SA is a member of the Association of British Insurers.

This policy is provided by Arc Legal Assistance Limited
and underwritten by Inter Partner Assistance SA
This policy is administered by 3XD Limited

3XD is authorised and regulated by the
Financial Services Authority under reference 469379

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