

## Family legal protection

Please note, the **General terms and conditions** apply to this cover, as well as the conditions below

### About Family legal protection

**What is Family legal protection?**

Family legal protection helps **you** and **your** family protect their legal rights arising from any of the insured incidents listed under **What you are insured for**. This section of the **policy** is provided by ARAG, a specialist provider of legal expenses insurance.  
Under this section of the **policy**, **you** will also have access to legal and tax advice helplines and consumer legal services, which are detailed below.

**How to make a claim?**

To make a claim, call Archipelago on the number shown on the schedule. The lines are open 24 hours a day, 7 days a week.

When making a claim, **you** must:

1. not instruct a solicitor or expert without **our** agreement. If **you** do, the **insurer** will not pay their fees; and
2. promptly give **us** full information about the claim, using the claim form provided. **We** will acknowledge receipt of the claim by the end of the following working day.

**We** will write to **you** within 5 working days of **us** receiving all the information **we** need to assess **your** case. **We** will let **you** know whether the claim is covered or not. If the claim is not covered **we** will tell **you** why and let **you** know if **we** can assist in any other way.

### Helplines and legal services

**Legal and tax advice**

If **you** have a legal or tax problem, **you** can speak confidentially to a qualified specialist adviser.

**Legal advice** The legal advice helpline is available 24 hours a day, 7 days a week. The advice covers legal matters within the European Union and the United Kingdom.

**Tax advice** The tax advice helpline is available 9.00 am to 5.00 pm Monday to Friday (other than public holidays). The advice covers tax matters within the United Kingdom.

To contact either service, please call Archipelago on the UK Claims number shown on the schedule. The lines are open 24 hours a day, 7 days a week.

Please note that contacting the helpline does not constitute as notifying a claim under the **policy**.

**Identity theft helpline and resolution**

This helpline provides advice to help keep **your** identity secure. If **you** suspect **you** have been the victim of an identity theft, **we** will help restore **your** credit rating and correspond with **your** bank, card issuer and any other parties.

This helpline is available 8.00 am to 8.00 pm 7 days a week.

To contact this service, please call Archipelago on the UK Claims number shown on the schedule. The lines are open 24 hours a day, 7 days a week.

**Consumer legal services**

Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code **AFE48BBE98B5** to access the law guide and download legal documents to help with consumer legal matters.

**Fair usage**

Use of these helplines is subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **we** consider **you** are excessively using the helpline, **we** will let **you** know. **We** can then refuse to accept further calls if **you** do not reduce **your** usage to a fair level.



## Definitions applying to this cover

The following words have the meaning shown below whenever they appear in this section in bold font. Additional definitions can be found in the **General terms and conditions**.

### Appointed advisor

The solicitor, accountant, mediator or other advisor appointed by **us** to act on **your** behalf.

### Collective conditional fee agreement

A legally enforceable agreement between **us** and the **appointed advisor** on a common basis to pay their fees on a 'no win, no fee' basis.

### Conditional fee agreement

A legally enforceable agreement between **you** and the **appointed advisor** to pay their fees on a 'no win, no fee' basis.

### Communication costs

The reasonable cost of calls, postage, image scanning, copying or obtaining credit reports, where **you** have taken advice from the Identity Theft Advice and Resolution Service.

### Employee

Anyone who lives with **you** at the **main residence** and is employed under a contract of service to carry out domestic duties for the household.

### Insurer

AmTrust Europe Limited.

### Legal costs & expenses

1. Reasonable and necessary costs proportionally incurred by the **appointed advisor** on the **standard basis** and agreed by **us** in advance; and
2. for civil claims, the costs incurred by opponents:
  - a. **you** have been ordered to pay; or
  - b. **you** have paid with **our** prior agreement;
3. reasonable accountancy fees reasonably incurred under insured event 6. **Tax disputes** by the **appointed advisor** and agreed by **us** in advance;
4. **your** basic wages or salary under insured event 8. **Loss of earnings** while attending court or tribunal at the request of an **appointed advisor**, or whilst on jury service; or
5. **your communication costs**.

### Reasonable prospects of success

1. Other than where set out under 2. or 3. below, a chance of more than 50% that **you** will successfully pursue or defend the claim and, if relevant, enforce any judgment for damages;
2. in criminal cases, where **you**:
  - a. plead guilty, a chance of more than 50% that **you** will reduce your sentence or fine; or
  - b. plead not guilty, a chance of more than 50% that **your** plea will be accepted; or
3. in any appeal, a chance of more than 50% that **your** appeal will be successful.

Where reasonable prospects of success do not exist, **you** are liable to pay any legal costs if **you** pursue or defend the claim, irrespective of the outcome.

### Small claims court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

### Standard basis

'Standard basis' as defined in Part 44 of the Civil Procedure Rules.



### Territorial limits

For:

1. insured events 2. **Contract disputes** and 4. **Personal injury disputes**, the United Kingdom, Channel Islands, Isle of Man, the European Union, Norway and Switzerland; and
2. for all other cover under this section, the United Kingdom, Channel Islands and Isle of Man.

### We/us/our

For the purposes of this section of the **policy** only, 'We/us/our' means ARAG plc, authorised under a binding authority agreement on behalf of the **insurer**.

### You/your

For the purposes of this section of the **policy**, 'You/your' means:

1. the individual or individuals named in the schedule; and
2. the partner and all family members of anyone listed in 1. above and who is permanently living at the **main residence**; and
3. children of anyone listed in 1. above who are temporarily away from the **main residence** for the purposes of higher education.

## What you are insured for

Please see which covers below you benefit from

### What is covered

In the event of one of the insured events below, the **insurer** will pay **your legal costs & expenses**, provided that:

1. the act, incident or event giving rise to the dispute happens in the **territorial limits**;
2. the claim is reported to **us**:
  - a. as soon as **you** become aware of circumstances which could give rise to a claim; and
  - b. within the **period of insurance**;
3. the claim has **reasonable prospects of success** throughout;
4. where required by **us**, **you** agree to use the **appointed advisor**. This does not apply:
  - a. to any dispute after formal proceedings have been commenced (other than in the **small claims court**); or
  - b. in the event of a conflict of interest between **us** and **you**;
5. the claim is dealt with through mediation, or a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed by **us**.

### What we will pay

The **insurer** will pay up to £100,000 for all claims, disputes and appeals arising from the same act, incident or event, or series of connected acts, incidents or events.

### Insured events

- Employment disputes**
1. A dispute with **your** current, former or prospective employer relating to **your** contract of employment or related legal rights. A claim can only be brought after all internal dismissal, disciplinary and grievance procedures as set out in the:
    - a. ACAS Code of Practice for Disciplinary and Grievance Procedures; or
    - b. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland.have been or ought to have been concluded.

The **insurer** will not make any payment:

- a. for any dispute arising solely from a personal injury;



- b. for defending **you**, other than defending an appeal;
- c. for **legal costs & expenses** for an employer's internal disciplinary process or an employer's grievance hearing or appeal;
- d. for any dispute relating to **your** employer's or ex-employer's pension scheme; or
- e. for any dispute relating to any compromise or settlement agreement, unless arising from an ongoing claim covered under this section of the **policy**.

#### Contract disputes

2. A dispute arising from any agreement or alleged agreement entered into by **you** for:
- a. buying or hiring consumer goods or services;
  - b. privately selling goods;
  - c. buying or selling the **main residence**;
  - d. renting the **main residence** as a tenant; or
  - e. the occupation of the **main residence** under a lease.

The **insurer** will not make any payment for any dispute:

- a. with a tenant or lessee where **you** are the landlord or lessor;
- b. relating to any mortgage, loan, pension or other banking, life or long-term insurance products, savings or investment;
- c. relating to **your** business activities, trade, venture for gain, profession or employment of;
- d. relating to a contract involving a motor vehicle;
- e. relating to a settlement under any contract of insurance; or
- f. relating to any construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.

#### Property disputes

3. A dispute relating to visible property owned by **you**, following:
- a. an event that causes physical damage to **your** property, including the **main residence**; or
  - b. a public or private nuisance or trespass.

The **insurer** will not make any payment:

- a. for any dispute relating to a boundary, unless **you** have proof of where the boundary lies;
- b. under 3.b. unless **you** pay the first £250, which is payable as soon as **we** accept the claim;
- c. arising from:
  - i. any contract entered into by **you**;
  - ii. any building or land, other than the **main residence**;
  - iii. any motor vehicle; or
  - iv. the compulsory purchase of, or demolition restrictions, controls or permissions placed on **your** property by any government or authority;
- d. for any dispute with any party other than the person(s) who caused the damage, nuisance or trespass; or
- e. under 3.a. for defending **you**, other than defending an appeal or counterclaim.

#### Personal injury disputes

4. A sudden event which directly causes physical bodily injury or death to **you**.

The **insurer** will not make any payment for:

- a. any dispute arising from any condition, illness or disease which develops gradually over time;



- b. any dispute arising from mental injury, shock, depression or psychological symptoms, unless **you** suffered physical injury to **your** body at the same time; and
- c. defending **you**, other than defending an appeal.

**Clinical negligence disputes**

5. A dispute relating to alleged clinical negligence or malpractice.

The **insurer** will not make any payment:

- a. arising from or relating to a contract dispute; or
- b. for defending any claim, other than defending an appeal.

**Tax disputes**

6. A formal enquiry into **your** personal tax affairs.

The **insurer** will not make any payment:

- a. for any claim relating to a tax return where HM Revenue and Customs impose a penalty or which contains reckless and / or deliberate misstatements;
- b. relating to an enquiry concerning any business or venture for gain;
- c. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your** financial arrangements;
- d. relating to an enquiry concerning any assets, money or wealth outside Great Britain and Northern Ireland;
- e. relating to an investigation by the Fraud Investigation Service of HM Revenue & Customs; or
- f. if **your** tax returns are not complete or have not been submitted within the permitted legal timeframes.

**Legal defence**

7. a. Any alleged act or omission by **you** that arises from **your** work as an employee and results in:
- i. **you** being interviewed by the Police or anyone else with power to prosecute;
  - ii. a prosecution being brought against **you** in a criminal court; or
  - iii. civil proceedings being brought against **you** under any unfair discrimination laws;
- b. a motoring prosecution is brought against **you**; or
- c. a formal investigation or disciplinary investigation is brought against **you** by a professional or regulatory body.

The **insurer** will not make any payment for any claim relating to:

- a. owning a vehicle or driving without motor insurance or a valid driving licence; or
- b. a parking offence.

**Loss of earnings**

8. **Your** absence from work:
- a. to attend court, tribunal, arbitration or regulatory proceedings at the request of the **appointed advisor**; or
  - b. for jury service,
- which results in **your** loss of earnings.

The **insurer** will not make any payment for:

- a. loss of earnings exceeding £100 per day and £1,000 in total for each incident; or
- b. any amount that can be recovered from the court or tribunal.



### Identity theft

9. A dispute arising from the use of **your** personal information without **your** permission in order to commit fraud or any other crime.

The **insurer** will not make any payment:

- a. for any money claimed, goods, loans or other property or financial loss or other benefit obtained as a result of the identity theft; or
- b. if **you** do not contact **our** Identity Theft Advice and Resolution Service as soon as **you** suspect **your** identity may have been stolen.

### Disputes with employees

10. A dispute with **your employee** that arises from:
- a. their dismissal by **you**;
  - b. the terms of a contract of service or service occupancy agreement between **you** and **your employee**; or
  - c. an alleged breach of **your employee's** legal rights under employment laws.

The **insurer** will not make any payment for:

- a. disciplinary hearings or internal grievance procedures;
- b. personal injury; or
- c. **you** pursuing a claim against **your employee** other than a claim to recover possession of a part of the **main residence** or other accommodation provided by **you** under a service occupancy agreement.

### Planning application refusal appeals

11. An appeal to the Planning Inspectorate or equivalent competent authority following the refusal by **your** Local Planning Authority to grant planning permission following **your** request for approval provided that **you**:
- a. take all available steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting **your** application; and
  - b. exhaust every alternative option to secure planning approval prior to launching a planning application appeal.

The **insurer** will not make any payment for:

- a. **legal costs and expenses** in excess of £5,000;
- b. any claim arising from or relating to an appeal against the refusal of planning permission to develop land or property for business or commercial purposes, other than for private residential letting.

## Exclusions

The following exclusions apply to claims under this section, in addition to the **General exclusions** and the exclusions listed above under each insured incident

- |                                    |  |
|------------------------------------|--|
| <b>Costs without our agreement</b> | 1. This insurance does not cover <b>legal costs &amp; expenses</b> incurred without <b>our</b> agreement.  |
| <b>Prior events</b>                | 2. This insurance does not cover the consequences of anything that happened or existed before the start of the <b>period of insurance</b> and that <b>you</b> knew or ought to have known would lead to a claim under this section of the <b>policy</b> .  |
| <b>Claims under £100</b>           | 3. This insurance does not cover any claim arising from or relating to an amount under £100.   |
| <b>Illegal acts</b>                | 4. This insurance does not cover any claim, loss or costs arising from any allegation against <b>you</b> involving: <ol style="list-style-type: none"><li>a. assault, violence, dishonesty, malicious falsehood or defamation;</li><li>b. the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;</li></ol> |



- c. illegal immigration; or
- d. money laundering.

- Family disputes** 5. This insurance does not cover any dispute between **your** family members.
- Judicial review** 6. This insurance does not cover any judicial review.
- Clinical negligence** 7. This insurance does not cover any dispute relating to clinical negligence or malpractice, other than under insured incident 5. **Clinical negligence disputes.**
- Disputes with us** 8. This insurance does not cover any dispute with:
- a. **us** not dealt with under **How to make a complaint**, in the Important information document that accompanies the policy; or
  - b. the **insurer** or company that sold this **policy** to **you**.
- Group litigation orders** 9. This insurance does not cover any litigation that is subject to a group litigation order.
- Fines, penalties and compensation** 10. This insurance does not cover any fine, penalty or compensation awarded against **you**.

## How we deal with claims

- Your responsibilities** 1. **You** must:
- a. tell **us** immediately about anything likely to make it more expensive for the **appointed advisor** to resolve the dispute;
  - b. cooperate fully with **us** and give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim;
  - c. take reasonable steps to recover any **legal costs & expenses** and, where **you** do, pay them to the **insurer**;
  - d. keep **legal costs & expenses** as low as possible;
  - e. Allow **us** at any time to take over conduct and control of any claim, in **your** name.
- Choice of lawyer** 2. a. Other than in the circumstances below, **we** shall have the right to choose an **appointed advisor**.
- b. **You** may choose an **appointed advisor** if:
- i. **we** agree to start proceedings or if proceedings are started against **you** (other than in the **small claims court**); or
  - ii. there is a conflict of interest between **us** and **you**.
- c. Where **you** choose an **appointed advisor**, **you** must write to **us** with their contact details. The **insurer** will not pay **your** chosen **appointed advisor** more than **we** pay lawyers from **our** own panel.
- d. If:
- i. **you** dismiss an **appointed advisor** without good reason;
  - ii. **you** withdraw from a dispute without **our** written agreement; or
  - iii. an **appointed advisor** refuses to continue to act for **you** for good reason,
- all cover for that claim will stop immediately.
- e. For claims under 1. **Employment disputes**, 2. **Contract disputes**, 4. **Personal injury disputes** or 5. **Clinical negligence disputes**, **you** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.
- Consent** 3. a. **You** must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have given **us** or **our** agent consent to have sight of their file for auditing and quality control purposes.



- b. Anyone under paragraph 2. of the definition of 'You/your' must have the consent of someone under paragraph 1. to bring a claim under this section of the **policy**.

**Settlement**

- 4.
  - a. The **insurer** can settle **your** claim at any stage by paying **you** the reasonable value of **your** claim.
  - b. **You** must not negotiate or settle **your** claim or agree to pay any **legal costs & expenses** without **our** prior written agreement.
  - c. If **you** refuse to settle a claim following advice to do so from the **appointed advisor**, the **insurer** can refuse to pay any further **legal costs & expenses**.
  - d. **You** must settle any **communication costs** under 9. **Identity theft** in the first instance and make a receipted claim to **us** for reimbursement.

**Barristers opinion**

- 5. **We** may require **you** to obtain and pay for an opinion from a barrister if there is a dispute over the merits of a claim. If the opinion supports **you**, the **insurer** will reimburse the reasonable cost of the opinion. If the opinion conflicts with advice obtained by **us**, the **insurer** will pay for a final opinion, which will be binding on both **you** and **us**.  
This does not affect your rights under **How to make a complaint**, in the Important information document that accompanies the **policy**.