

# Holiday Home Family Legal Expenses

## Insurance Product Information Document

**Company:** Arc Legal Assistance Limited

**Product:** Family Legal Protection

This Arc Holiday Home Family Legal Expenses product is provided to you by Intasure, which is a trading name of Arthur J. Gallagher Insurance Brokers Limited (Registered in Scotland SC108909). Registered office address: Spectrum Building, 7<sup>th</sup> Floor, 55 Blythswood Street, Glasgow, G2 7AT. Arthur J Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority (FCA) (FRN 311786).

This insurance is provided to Intasure and managed by Arc Legal Assistance Limited and underwritten by AmTrust Specialty Limited (ASL/AmTrust).

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

### What is this type of insurance?

Family Legal Protection provides insurance to cover up to:

- £2,000 for claims under Tax Disputes (Aspect Enquiries); and
- £50,000 for claims under all other sections

For advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



#### What is insured?

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

- ✓ **Consumer Pursuit:** To pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use in relation to your holiday home.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling your own personal goods in relation to your holiday home.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your holiday home.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to your holiday home or your personal effects.
- ✓ **Property Sale and Purchase:** To pursue or defend a legal action arising from a breach of a contract for the sale or purchase of your main home.
- ✓ **Tax:** Accountancy fees as a result of an HM Revenue and Customs Full Enquiry into your personal income tax position.
- ✓ **Legal Defence:** To defend your legal rights arising from a criminal prosecution brought against you in a court of criminal jurisdiction arising from letting out your holiday home for leisure purposes.



#### What is not insured?

The policy does not provide cover for:

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



#### Are there any restrictions on cover?

- ! **Excess:** You are responsible for the first £200 of any claim under the Tax Disputes (Aspect Enquiries) section of cover, and the first £250 of any claim under the Property Infringement section of cover.
- ! **Qualifying period:** There is a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



### Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in:
  - **Tax:** The United Kingdom, the Channel Islands and the Isle of Man
  - **All other sections:** The United Kingdom, the Channel Islands, the Isle of Man, the European Union, and Switzerland.



### What are my obligations?

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



### When and how do I pay?

You can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



### When does the cover start and end?

Your cover will start and end on the dates specified in your policy schedule. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date. We will contact you before your renewal date and before taking payment to confirm your renewal terms.



### How do I cancel the policy?

You can cancel the policy at any time by calling Intasure on 0345 111 0680 or writing to Intasure at 77 Mount Ephraim, Tunbridge Wells, Kent, TN4 8BS.

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