



Provincewide Claims Ltd

big enough to matter, local enough to care



A 24/7 SERVICE PROVIDING
24/7 CLAIMS ASSISTANCE

CALL: **0344 770 1050**

FAMILY LEGAL PROTECTION



Section One: FAMILY LEGAL PROTECTION

Family Legal Protection provides:-

- Legal Advice
- Insurance for legal costs for certain types of disputes

ASSISTANCE HELPLINE SERVICES

Legal & Tax Helpline

You can use the helpline service to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man.

Simply telephone **0344 770 1050** and quote "**Provinciewide - Family Legal Expenses Insurance**".

For **Our** joint protection telephone calls may be recorded and/or monitored.

POLICY WORDING & TERMS OF COVER

This insurance is administered by Provinciewide Claims Ltd. It is underwritten by Inter Partner Assistance SA, and managed on their behalf by Arc Legal Assistance Limited.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Costs** as detailed under the separate sections of cover up to the **Maximum Amount Payable** where:-

- The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**
- The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

DEFINITIONS

Adviser	Our specialist panel solicitors or accountants or their agents appointed by Us to act for You , or, and subject to Our agreement, where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You .
Advisers' Costs	Legal or accountancy fees and disbursements incurred by the Adviser .
Adverse Costs	Third party legal costs awarded against You which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
Costs	Standard Advisers' Costs and Adverse Costs .

Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment .
HM Revenue and Customs Full Enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.
HM Revenue and Customs Aspect Enquiry	An enquiry by HM Revenue & Customs checking the information on one or more specific points of Your tax return.
Identity Fraud	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. In a claim arising from Identity Fraud the Insured Incident is a single act or the start of a series of single acts against You by one person or group of people.
Insured Incident	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 events that are related by cause or time. In a claim arising from an HM Revenue and Customs Full Enquiry, the Insured Incident shall be deemed to be the date HM Revenue and Customs issue a formal notice to You notifying of a full enquiry into Your non-business affairs.
Insured Period	One year from the inception or renewal date shown on Your insurance schedule.
Insurer	Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
Legal Action(s)	<ul style="list-style-type: none"> • The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or; • The defence of criminal prosecutions to do with Your employment
Maximum Amount Payable	The maximum payable in respect of an Insured Incident is £50,000.
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.
Territorial Limits	Personal Injury and Contract sections of cover - European Union All other sections - Great Britain, Northern Ireland, The Isle of Man and the Channel Islands and Republic of Ireland
We/Us/Our	Arc Legal Assistance Limited.
You/Your /Yourself	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Your insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to Your family members resident with You . If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to or out of Your death.

COVER

Consumer Pursuit

What is Insured

Costs to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

What is not insured-Claims

- Where the amount in dispute is below £250 plus VAT
- Where the breach of contract occurred before **You** purchased this insurance
- Involving a vehicle owned by **You** or which **You** are legally responsible for
- Arising from a dispute with any government, public or local authority
- Arising from the purchase or sale of **Your** main home
- Relating to a lease tenancy or licence to use property or land
- Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- Directly or indirectly arising from planning law
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use

Consumer Defence

What is Insured

Costs to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling **Your** own personal goods. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

What is not insured-Claims

- Where the amount in dispute is below £250 plus VAT
- Where the breach of contract occurred before **You** purchased this insurance
- Involving a vehicle owned by **You** or which **You** are legally responsible for
- Arising from a dispute with any government, public or local authority
- Arising from the sale or purchase of **Your** main home
- Relating to a lease tenancy or licence to use property or land

Personal Injury

What is Insured

Costs to pursue a **Legal Action** following an accident resulting in **Your** 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
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- For illness, personal injury or death caused gradually and not caused by a specific sudden event
- Involving a vehicle owned or driven by **You**

Employment Disputes

What is Insured

Standard Advisers' Costs to pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an **Employee of Your:-**

- Contract of Employment;** or
- legal rights under employment laws.

What is not insured:- Claims

Where the breach occurred within the first 90 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another

- insurer continuously for a period of at least 90 days leading up to when the breach first occurred
- 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)
- For **Standard Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement
- Where the breach is alleged to have commenced or to have continued after termination of **Your** employment
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

Property Infringement

What is insured:-

Costs to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.

What is not insured:- Claims

- Where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- For adverse possession
- In respect of a contract **You** have entered into
- Directly or indirectly arising from planning law
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- Directly or indirectly arising from:
 - Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
 - Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
 - Land slip meaning downward movement of sloping ground
 - Mining or quarrying

Property Damage

What is insured

Costs to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to **Your** main home or **Your** personal effects. 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

- In respect of a contract **You** have entered into
- Directly or indirectly arising from planning law
- Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- Directly or indirectly arising from:
 - Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
 - Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
 - Land slip meaning downward movement of sloping ground
 - Mining or quarrying

Tax

What is Insured

Standard Advisers' Costs incurred by an Accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** or **HM Revenue and Customs Aspect Enquiry** into **Your** personal Income Tax position.

This cover applies only 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
- Provided all information that the HM Revenue and Customs reasonably requires

What is not insured:- Claims

- Where:
 - Deliberate misstatements or omissions have been made, to the authorities
 - Income has been under-declared because of false representations or statements by **You**
 - You** are subject to an allegation of fraud
- For **Standard Advisers' Costs** for any amendment after the tax return has initially been submitted to the HM Revenue and Customs

Personal Identity Fraud

What is Insured

Costs arising from **Identity Fraud:-**

- To defend **Your** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud**
- 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 Fraud**
- In order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**

What is not insured:- Claims

- Where **You** have not been the victim of **Identity Fraud**
 - Where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Incident**
 - Where the **Identity Fraud** has been carried out by somebody living with **You**
 - For **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
- You** must agree to be added to the CIFAS Protection Register if **We** recommend it.

Legal Defence

What is Insured

Costs in a **Legal Action** to defend **Your** legal rights arising out of a formal investigation or disciplinary hearing brought against **You** by any trade association or professional or regulatory body

What is not insured:- Claims

- For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non prescribed drugs
- For **Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- For parking offences which cannot lead to penalty points on **Your** licence
- Following an allegation of violence or dishonesty
- For **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order

Social Media Defamation

What is insured

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

What is not insured:-

Claims where **You** are not aged 18 years or over.

GENERAL EXCLUSIONS

1. There is no cover where:-

- You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- 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

2. There is no cover for:-

- Claims over loss or damage where that loss or damage is insured under any other insurance
- Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- Any claim **You** make which is false or fraudulent or exaggerated
- Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- 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:-

- A dispute between **You** and someone **You** live with or have lived with
- Your** business trade or profession other than as an **Employee**
- An application for a judicial review
- Defending or pursuing new areas of law or test cases

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.

CONDITIONS

1. Claims

- a) **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 Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
 - i.) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c) The **Adviser** will:
 - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep **Us** fully advised of all 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 payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi.) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

3. Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

4. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

Disputes

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see How to Make a Claim), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a 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.

5. English Law and Language

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

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

Specialist lawyers are at 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. Alternatively they will send a claim form 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.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

Data Protection Act

Your details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the

delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**.

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 616003
Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** 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 <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Authorisation

Provinciewide Claims Limited is authorised and regulated by the Financial Conduct Authority. Provinciewide's Firm Reference Number is 664896. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ("IPA"). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

SECTION TWO: HOMESTART

A recovery agent will come to your home and provide up to one hour's free labour. If your vehicle cannot be repaired the agent will tow it to the nearest repairer or your preferred repairer if closer. Please ring 02895214759 to avail of this section of the policy.

Provinciewide Claims Ltd. will only be responsible for 3 assists per annum and your vehicle must have a valid MOT certificate.