

# Forces Mutual Legal Expenses

## Insurance Product Information Document

**Company:** Arc Legal Assistance Limited underwritten by AmTrust Europe Limited. - Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Financial Service Register No. 305958. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Financial Services Register No: 202189.

**Product:** Family Legal Protection

This Insurance product Information document is only intended to provide a summary of the main coverage and exclusions 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 on the product is provided in your policy documentation.

### What is this type of insurance?

Family Legal Protection provides insurance to cover up to £25,000 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.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling your own personal goods.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Clinical Negligence:** To pursue a legal action for damages following clinical negligence in an identified act of surgery, clinical or medical procedure, resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Personal Identity Fraud:** 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.
  - 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.
- ✓ **Criminal Prosecution Defence:** To defend a legal action in Magistrates Court after any event which results in criminal proceedings being brought against you, including making an appeal against your conviction or sentence.
- ✓ **Service Disputes:** To pursue a claim against the Ministry of Defence arising from discrimination or bullying amounting to harassment against you as defined by the Equality Act 2010 and any amending legislation.
- ✓ **Social Media Defamation:** Following defamatory comments made about you through a social media



#### 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 or Consumer Defence if the amount in dispute is less than £250 (plus VAT) or claims for Personal Identity Fraud if the amount in dispute is less than £125 (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?

- ! **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.

website, 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 is known, you are covered for advisers' to write one letter to the author requesting that the comments are removed from the social media website.



### Where am I covered?

- ✓ Personal Injury Section: Worldwide excluding USA and Canada
- ✓ All other sections: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands



### 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, or 45 days for claims relating to identity fraud.
- 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?

The premium for this cover is automatically included in the sum you pay for your Forces Mutual Kit Insurance



### When does the cover start and end?

Your cover will take effect on the date stated on your schedule and will continue unless you or we cancel your Kit policy, subject to your paying your Kit monthly premium.



### How do I cancel the policy?

To cancel your policy you should:

Write to: Forces Mutual, 5<sup>th</sup> Floor, 20 Chapel Street, Liverpool, L3 9AG

Telephone: 0151 363 5920

Visit the "contact us" section of the website at [www.forcesmutual.org](http://www.forcesmutual.org)

We hope that you will be happy with your insurance policy. However if this policy does not meet your needs you have 14 days from the date you purchased this policy or the date your received your policy documents, whichever is later to cancel the policy. Providing there has been no claim or incident giving rise to a claim we will refund any premium. If you cancel your policy at any other time, as you pay monthly by direct debit, we will continue to provide cover until the end of that calendar month and no refund will be provided.