

# Buildings and Contents Insurance

## Insurance Product Information Document

**Company: Trinity Insurance Services Ltd**

**Product: Family Legal Protection**

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Specialty Europe Limited. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, Financial Services Number: 202189.

Trinity Insurance Services is registered in the UK and authorised and regulated by the Financial Conduct Authority (FCA number 307068)

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. Please refer to your policy documentation, including the Schedule, for full details of your cover, sums insured and the terms and conditions.

### What is this type of insurance?

Family Legal Protection provides insurance to cover up to £100,000 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.
- ✓ **Personal Injury:** To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Disputes:**
  - For members of HM Armed Forces: To pursue a legal action brought by you following breach of your legal rights under employment laws.
  - For all other insured persons: For legal action 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.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to your main home.
- ✓ **Motor Prosecution Defence:** To defend a legal action in respect of a motoring offence, arising from your use of a vehicle.
- ✓ **Consumer Defence:** To defend a legal action brought against you following a breach of a contract you have for selling goods (in a private capacity) for the private and personal use of another person.
- ✓ **Data Protection:** To pursue a legal action against a person or organisation for breach of data protection legislation which has resulted in you suffering a financial loss.



#### 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 no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- ✗ **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). 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?

- ! **Qualifying Period:** There is a 90 day qualifying period for claims for Employment Disputes and Tenancy Disputes, and a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **Freedom of Choice:** Only at the point it may be necessary to start court proceedings do you have the right to choose an adviser of your own choice to act for you. Should you choose to do so, we will only pay standard advisers' costs up to £100 per hour plus VAT (this may vary from time to time at our discretion). It is important that if you decide to choose your own adviser that you ensure they are suitably experienced and competent to act on your behalf, we will not be able to provide any advice or guidance in relation to choosing a non-panel adviser.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.

- ✓ **Legal Defence:** To defend your legal rights:
  - Arising out of your work as an employee or a member of HM Armed Forces.
  - To defend your legal rights arising out of a motor prosecution brought against you.
  - Arising out of a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body.



### Where am I covered?

- ✓ Claims which arise, or where proceedings are brought worldwide.



### What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured event and within no more than 180 days of you becoming aware of the insured event.
- 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?

Please contact your broker for full details of when and how to pay.



### When does the cover start and end?

The cover starts on the date shown on your schedule and usually lasts for 12 months.



### How do I cancel the policy?

You can cancel your policy at any time by contacting Trinity Insurance Services within 14 days of it starting or (if later) within 14 days of you receiving your policy documentation. You will receive a full refund of the premium providing you have not made a claim. You are also able to cancel your policy at any time after the initial 14-day period and we will refund your premium less a charge for the time you were covered providing you have not made a claim. More information about your cancellation rights, applicable administration charges and the reasons we can cancel the policy are included with your policy documents.