### Tesco Insurance Family Legal Guard Cover

**Policy Booklet** 





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# About your cover



#### Family Legal Guard

#### About your cover

Thank **you** for choosing Family Legal Guard which covers **you** and **your** family to pursue or defend **your** legal rights in the event of a range of personal legal disputes. Family Legal Guard is arranged by Tesco Personal Finance ltd (trading as **Tesco Insurance**), underwritten by AmTrust Specialty Limited and provides;

- up to £100,000 of legal expenses insurance and will ensure you receive the right level of legal and personal support;
- access to a confidential legal helpline for most personal legal matters;
- legal expenses cover for you and your family after suffering a personal injury following an accident where someone else was to blame

Family Legal Guard provides cover to **you** and any member of **your** family living with **you** in the event of any of the following...

- · Employment dispute
- · Contract dispute
- · Property dispute
- · Tax investigation
- Legal defence including a motoring prosecution or inheritance dispute
- Loss of salary through Jury Service attendance

You must read this booklet in conjunction with your Tesco Home Insurance policy booklet, schedule, and statement of fact. Certain words in this policy are printed in bold. The meaning of those words are explained in the next section.

If you have any questions about your cover or documents, please call the Customer Services Line on **0345 246 2904**. Lines are open 7 days a week and details of our opening hours are on our website **tescoinsurance.com**.

#### Claims Helpline - 0345 030 3183

Open 24 hours a day, 365 days a year.

# Meaning of words



#### **Meaning of words**

The following words or phrases will be found in bold throughout this policy and have specific meanings which are shown below.

Adverse costs	Third party legal costs awarded against <b>you</b> which shall be paid on the <b>standard basis of assessment</b> provided that these costs arise after written acceptance of a claim.
Adviser	Our specialist panel of 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.
Conditional fee agreement	An agreement between <b>you</b> and the <b>adviser</b> (or between <b>us</b> and the <b>adviser</b> ) which sets out the terms under which the <b>adviser</b> will charge <b>you</b> (or <b>us</b> ) for their fees.
Conflicts of interest	Situations where <b>we</b> 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.
Data controller	The person or party who determines and decides 'why' and 'how' the personal data should be processed.
Data protection legislation	Any law or binding rule which relates to how <b>your</b> personal information is used, including the Data Protection Act 2018 and the General Data Protection Regulation as incorporated into UK law.
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a <b>contract of employment</b> .
Insured event	Incidents or events which result from the same cause or arise at the same time will be regarded as being a single <b>Insured event</b> .
Insurer	AmTrust Specialty Limited
Legal action(s)	a) The pursuit or defence of civil legal cases for damages and/or injunctions (interdicts in Scotland) and/or specific performance (specific implement in Scotland) or b) The defence of criminal prosecutions to do with <b>your</b> employment, or the defence of motor prosecutions.
Maximum amount payable	<b>We</b> will pay up to £100 per hour plus VAT up to a total amount of £100,000 in respect of an <b>insured event</b> .

Period of insurance	This insurance provides cover for the same period as is being covered by your Tesco Home insurance policy. For the avoidance of doubt, if your Tesco Home insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Standard advisers' costs	The level of <b>advisers' costs</b> that would normally be incurred in using a specialist panel solicitor or their agents as defined in the <b>maximum amount payable</b> and may, at <b>our</b> discretion, vary from time to time.
Standard Basis of Assessment	The level of <b>advisers' costs</b> that would normally be incurred in using a specialist panel solicitor or their agents as defined in the <b>maximum amount payable</b> and may, at <b>our</b> discretion, vary from time to time.
Territorial limits	Section 6, points 2 and 4: The United Kingdom, the European Union, Channel Islands and Isle of Man. All other sections of cover: The United Kingdom, the Channel Islands and the Isle of Man.
Tesco/Tesco Insurance	Tesco Personal Finance Itd (trading as ' <b>Tesco Insurance</b> ') 2 South Gyle Crescent, Edinburgh, EH12 9FQ Customer Service Line: 0345 246 2904.
We/Us/Our	Arc Legal Assistance Limited.
You/Your	The person(s) named in the schedule of the <b>Tesco</b> Home Insurance taken out in conjunction with this Legal Insurance Policy or any other person who has cover under this policy. Cover also applies to <b>your</b> family members including <b>your</b> partner resident with <b>you</b> . If <b>you</b> die <b>your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>your</b> behalf that arose prior to or out of <b>your</b> death.

## What is covered / not covered?



#### What is covered

#### 1. Employment disputes

✓ Standard advisers' costs to pursue a legal action, arising from an insured event, against an employer, prospective employer, or ex-employer, arising from a dispute relating to your contract of employment or related statutory rights.

A dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures have been or ought to have been concluded.

#### What is not covered

#### Claims

- X a) For standard advisers' costs of any disciplinary investigatory or grievance procedure connected with your contract of employment.
- X b) To defend any dispute other than defending a counter claim.
- X c) Any dispute relating solely to personal injury.

#### 2. Contract

- ✓ Costs to pursue or defend a legal action following a breach of a contract you have for:
  - ✓ a) Buying or renting goods or services for your private use.
  - ✓ b) Selling your own personal goods.
  - ✓ c) Buying or selling **your** main home
  - ✓ d) Renting your main home as a tenant.

#### Claims

- X a) Where the breach of contract occurred before you purchased this insurance.
- X b) Relating to a lease tenancy or licence to use property or land where you act as the landlord.
- X c) Relating to **your** business, venture for gain, profession or employment.
- X d) 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.
- X e) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to you.
- X f) Directly or indirectly arising from constructing buildings or altering their structure, except in relation to disputes where the amount in dispute is less than £5,000 inc. VAT.

What is covered	What is not covered
<ul> <li>3. Property</li> <li>✓ Costs to pursue a legal action:</li> <li>✓ a) For damages against a person or organisation that causes physical damage to your main home or your personal effects.</li> <li>✓ b) For nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.</li> </ul>	<ul> <li>X The compulsory purchase of, or restrictions or controls placed on property under the order of any government or public or local authority.</li> <li>Claims</li> <li>X a) Relating to a motor vehicle.</li> <li>X b) In respect of a contract you have entered into.</li> </ul>
<ul> <li>4. Personal Injury</li> <li>✓ Costs to pursue a legal action following an event resulting in your personal injury or death against the person or organisation directly responsible.</li> </ul>	Claims  X a) Arising from medical or clinical treatment, advice, assistance or care.
<ul> <li>Standard advisers' costs, arising from an insured event, incurred by an Accountant if you are subject to a formal aspect or full enquiry into your personal income tax position, provided that the insured event arises on the date that you or your adviser are contacted, either verbally or in writing, by the relevant department of HM Revenue &amp; Customs advising you of either dissatisfaction with your returns, or amounts paid, or giving notice of intention to investigate tax affairs. This cover applies only if you have:</li> <li>✓ a) Maintained proper, complete, truthful and up to date records.</li> <li>✓ b) Made all returns at the due time.</li> <li>✓ c) Provided all information that the HM Revenue and Customs reasonably requires.</li> </ul>	<ul> <li>Claims where:</li> <li>X a) deliberate misstatements or omissions have been made to the authorities or;</li> <li>X b) income has been under-declared because of false representations or statements by You or;</li> <li>X c) You are subject to an allegation of fraud.</li> <li>X d) Standard Advisers' Costs for any amendment after the tax return has initially been submitted to HM Revenue and Customs.</li> </ul>

#### What is covered

#### 6. Legal Defence

#### Costs

- a) in a legal action to defend your legal rights in the following circumstances:
  - ✓ i) Arising out of your work as an employee:
  - Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute.
  - ✓ In a prosecution brought against you in a court of criminal jurisdiction.
  - In a civil action brought against you as a data controller for compensation under data protection legislation.
  - ✓ In civil proceedings brought against you under legislation for unlawful discrimination.
  - ✓ ii) Arising out of a motoring prosecution brought against you.
- ✓ b) To defend your legal rights:
  - ✓ i) In a formal investigation or disciplinary hearing brought against you by any trade association or professional or regulatory body.
  - ✓ ii) In a dispute over something left to **vou** in a will.

#### What is not covered

#### **Claims**

- X a) Where **you** are being prosecuted for alleged offences involving:
  - X i) Driving without motor insurance, or a valid licence to drive
  - X ii) Assault, violence or dishonesty.
  - X iii) The manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials.
  - X iv) Illegal immigration.
  - X v) Offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering).
- X b) For parking offences.

What is covered	What is not covered
7. Absence from work	
✓ We will pay up to £100 per day, or part thereof, for the duration you are off work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the adviser, or while attending jury service, less any amount recoverable from the court or tribunal, subject to a maximum payment of £1,000.	

# Policy conditions



#### **Terms of cover**

This section of **your** insurance policy is arranged and administered by Tesco Personal Finance Itd (trading as **Tesco Insurance**) and is underwritten by AmTrust Specialty Limited, on whose behalf **we** act. **We** will manage any claims under this policy.

The insurance covers costs as detailed under the separate sections of cover, up to the maximum amount payable where a) The insured event takes place in the period of insurance and within the territorial limits and b) The legal action takes place within the territorial limits.

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, **advisers' costs** payable by **us** are limited to an amount no more than the lower of:

- (a) our Standard adviser's costs: or
- (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime.

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.

#### **Policy conditions**

If your claim is covered under a section of this policy and no exclusions apply then it is vital that you comply with the conditions of this policy in order for your claim to proceed. The conditions applicable to this section are contained below and should be read carefully.

#### 1. Prospects of success

**You** only have cover under this policy where there is a 51% or greater chance of winning the case or achieving a positive outcome. Examples of a positive outcome include, but are not limited to:

- 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.

The assessment of **your** claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** determines that there is not a 51% or greater chance of success, then **we** may decline or discontinue support for **your** case.

#### 2. Proportionality

We will only pay advisers' costs that are proportionate to the amount of damages that you are claiming in the legal action. Advisers' costs in excess of the amount of damages that you are able to claim from your opponent will not be covered. The estimate of the costs will be provided with the assessment of your case and will be carried out by the independent adviser. If the estimate exceeds the amount in dispute then we may decline or discontinue support for your case.

#### 3. Giving the **Insurer** all the important information

When the **insurer** accepts **your** application for this insurance, it will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate the extent of cover may be affected. The **insurer** may also cancel **your** policy and/or refuse to pay any claim in full.

We will write to you if the insurer intends to cancel your policy; or needs to amend the terms of your policy; or requires you to pay more for your insurance. If you become aware that information you have given is incomplete or inaccurate, you must inform us.

#### 4. 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 the amount specified in the maximum amount payable definition and may, at our discretion, vary from time to time.

#### 5. Claims

- a) **You** must notify **us** of claims as soon as possible after **you** become aware of the incident and, in any event, within 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.
- b) **We** may investigate the claim and take over and conduct **legal action** in **your** name. Subject to **your** consent, which shall not be unreasonably withheld, **we** may reach a settlement of the **legal action**.
- i) You must supply all of the information which we reasonably require to decide whether a claim may be accepted. If court proceedings are issued 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. We will advise you of what our standard advisers' costs are when you elect to use a legal representative of your choice. The adviser must represent you in accordance with our standard conditions of appointment which are available on request.
- c) We will require the adviser to:
  - 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 action** without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
- h) Prior to a claim being accepted, **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.

#### 6. Fraud

In the event of fraud, we:

- a) Will not be liable to pay the fraudulent claim;
- b) May recover any sums paid to **you** in respect of the fraudulent claim;
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**;
- d) Will no longer be liable to you in any regard after the fraudulent act.

#### 7. 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.

# General exclusions



#### General exclusions

#### 1. There is no cover where:

- X a) You fail to comply with the conditions set out in section 3 of your policy booklet.
- b) You knew when first buying this insurance that the circumstances leading to a claim under this insurance already existed.
- X c) An estimate of advisers' costs of acting for you is more than the amount in dispute.
- X d) 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:

- A) Claims over loss or damage where that loss or damage is insured under any other insurance unless that loss is also covered by another legal expenses policy, in which case we will only pay our share of the claim even if the other insurer refuses the claim.
- X b) Claims made by or against your insurance adviser, the insurer, the Adviser or us.
- X c) Any claim you make which is false or fraudulent or exaggerated.
- d) Defending legal actions arising from anything you did deliberately unlawful or recklessly.
- X e) 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 arising from or relating to:

- X a) A dispute between **you** and someone **you** live with or have lived with.
- X b) Fines, penalties or compensation.
- X c) Defamation.
- X d) An application for a judicial review.
- X e) Defending or pursuing new areas of law or test cases.
- X f) Patents, copyright, trademarks, passing off, trade or service marks, registered designs, secrecy and confidential information.

# How to make a claim



#### How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone **our** 24 hour Helpline's numbers below, quoting 'Tesco Family Legal Guard'.

**You** can also raise a claim, and access the policyholder information centre using **our** <u>online claims portal</u> or by scanning the QR code with **your** mobile phone.



#### Claims helpline (0345 030 3183)

Specialist lawyers are at hand to help you. A lawyer or accountant can act for you if your problem is covered under this insurance. The helpline will ask you to complete and submit a claim form online by visiting https://claims.arclegal.co.uk. 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. 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 Claims Helpline.

#### Legal helpline (0345 030 3182)

24 hour advisory service for telephone advice on any personal legal problem of concern to **you** or any member of **your** family normally living with **you**. The helpline will advise on any matter that can realistically be dealt with over the telephone. For example if documentation needs to be reviewed this could not be achieved on the telephone.

#### European legal and UK tax helpline (0345 030 3182)

24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household. The helpline will advise on any matter that can realistically be dealt with over the telephone. For example if documentation needs to be reviewed this could not be achieved on the telephone.

### Cancellation



#### Cancellation

You may cancel this policy at any time by contacting **Tesco Insurance**. If your home insurance policy is cancelled at any time, this policy will automatically be cancelled as well.

If you cancel your policy within 14 days of receiving your policy documentation (or from the start date of the policy if this is later) then **Tesco Insurance** will refund the cost of your cover providing no claim has been made.

If you cancel your policy after 14 days, **Tesco Insurance** will refund any premium paid for the remaining **period of insurance**, as long as no claims have been made in the current **period of insurance**.

**Tesco Insurance** or the **insurer** can cancel this policy, for a valid reason or on serious grounds, by sending **you** seven days' notice of cancellation to **your** last known address. Examples of a valid reason or serious grounds may include, but are not limited to:

- Non-payment of premium (including missed direct debit payments) that is not resolved following our reminders.
- Failing to comply with the terms and conditions of this policy and **your** home insurance policy, as outlined in the respective policy booklets.
- Failing to cooperate and/or provide the necessary information required to enable us, or Tesco Insurance, to administer your policy, claim or investigate fraud.
- · Where fraud is suspected.
- Making a false statement or misrepresenting information to Tesco Insurance.
- Where threatening, abusive or offensive behaviour has been used towards us or Tesco Insurance.
- Where any change you tell us about and which occurs during the term of your
  policy, that alters the information on your policy documents, results in us no
  longer being able to continue cover.

#### Renewal of your policy

When **your** home insurance policy is renewed, **Tesco Insurance** will automatically renew this policy, unless **you** have already chosen otherwise. If **you** do not want to renew this policy, all **you** need to do is let **Tesco Insurance** know.

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# How to make a complaint



#### How to make a complaint

#### What to do if you have a complaint

**We** hope **you** will be completely happy with **your** policy and the service provided. If **you** are not satisfied **we** would like to know and **we** will aim to sort it out as quickly and fairly as possible. **We** have the following complaint procedure which **you** can follow if **you** are dissatisfied with the service **you** have received.

#### Step 1: Let us know

If you have a complaint about your policy:

- Call Tesco Insurance on 0345 246 2904 or
- Write to Tesco Insurance: Customer Relations Manager Freepost RSJB-RYLK-JKUX, Tesco Insurance Complaints, P.O. Box 277, Newcastle Upon Tyne NE12 2BU.

If you have a complaint about your claim: Contact your claim handler or claims manager first. You will find their details on any letters you have received.

#### Step 2: Contact the Financial Ombudsman Service

If **you** are not satisfied with **our** final decision regarding **your** complaint or **you** have not received **our** final decision within eight weeks, **you** may ask the Financial Ombudsman Service to review **your** case by contacting:

Financial Ombudsman Service Exchange Tower, London E14 9SR.

Tel: 0800 023 4567 or 0300 123 9123 Fax: 0207 964 1001 Email: complaint.info@financial-ombudsman.org.uk

Following the complaints procedure or contacting the Financial Ombudsman Service at any stage of **your** complaint will not affect **your** legal rights.

#### **Disputes**

If a complaint cannot be dealt with by the Financial Ombudsman Service, 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 shall be paid by the person against whom the decision is made.

# Other important information



### Other important information about your cover

#### Authorisation

**We** are authorised and regulated by the Financial Conduct Authority. **Our** registration number is 305958.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676. 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.

**You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/firms/systems-reporting/register or by contacting the PRA on 0207 601 4878.

#### **Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** liabilities **you** may be entitled to compensation under the scheme. For further information see www.fscs.org.uk or telephone 0800 678 1100 or 0207 741 4100.

#### Privacy and data protection notice

Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current **data protection legislation**. If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, for more information please visit www.arclegal.co.uk

#### English law and language

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

#### Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

### Customer Services Line 0345 246 2904

Details of our opening hours are on our website tescoinsurance.com

#### Family Legal Guard Claims

If you need to make a claim, please see the claims section located on page 19 of your booklet.

### We could help you save on other insurance

### **Motor Insurance** 0345 366 8631

Details of our opening hours are on our website tescoinsurance.com

### Travel Insurance 0345 030 6124

Details of our opening hours are on our website tescoinsurance.com

Tesco Motor Insurance and add-on insurance products are arranged by Tesco Insurance acting as an insurance intermediary and is underwritten by a select range of insurers. Tesco Travel Insurance is arranged and administered by Rock Insurance Services Limited and underwritten by AWP P&C S.A.



All your documents are available in large print, audio or braille. To use Relay UK, just add 18001 before any of our phone numbers. Find out more and get the help you need on our website tescoinsurance.com.



For your protection, telephone calls will be recorded and monitored to help detect and prevent crime, including fraud. Calls may also be monitored for training and quality purposes.

Tesco Home Insurance and add-on insurance products are arranged by Tesco Insurance acting as an insurance intermediary and are underwritten by a select range of insurers. Tesco Insurance is a trading name of Tesco Personal Finance Itd. Registered in Scotland No. SC173199. Registered Office: 2 South Gyle Crescent, Edinburgh EH12 9FQ. Authorised and regulated by the Financial Conduct Authority.