

*Keep me safe*



# Home legal expenses



## Home Legal Expenses

**This legal expenses insurance is part of your LV= home insurance policy, your schedule will confirm if this cover is included.**

You must read your schedule, document of insurance and this leaflet as one document. This section of your insurance is managed independently on our behalf by Arc Legal Assistance (Arc).

The insurance covers you and your family for legal expenses for the insured events listed in this section provided that:

- the insured event occurs within the period of insurance;
- the insured event occurs within the territorial limits and any legal proceedings will be carried out within the territorial limits by a court or other organisation which our panel legal firm or Arc agree to;
- your claim has and continues to have a reasonable chance of success;
- the cost of legal expenses to pursue your claim will be proportional to the expected benefit;
- anyone making a claim under this insurance has your agreement to claim and keeps to the policy conditions.

## How to claim

Contact our legal advice helpline on **0800 028 5411** as soon as you are aware of an insured event that may result in a claim, and please have your home insurance policy number available when you call. For Text Phone first dial 18001. Calls will be recorded for training and monitoring purposes.

This service is provided by one of our approved suppliers who are authorised and regulated by the Solicitors Regulation Authority.

## Definitions

The following words or phrases have the same meaning wherever they appear in this leaflet.

<b>Court</b>	Court, tribunal or other suitable authority.
<b>Family</b>	You, your spouse/partner and any relatives or any other person, who is not a paying guest, all permanently living within your home.
<b>Home</b>	The dwelling shown on your schedule plus associated outbuildings and private garages owned and used by you or your family.
<b>Identity fraud</b>	A person or group of people 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.

<b>Insured event</b>	<p>The start of an individual or series of events that may lead to a claim under this section.</p> <p>We'll treat all events related by cause or time as one.</p> <p>The insured event will be treated as occurring on the date that you first became aware of the start of an individual or series of events, problems or disputes covered under this insurance.</p>
<b>Legal expenses</b>	<p>Legal fees, costs and expenses incurred by your legal representative which will be assessed on the standard basis. Third party costs shall be covered if awarded against you and paid on the standard basis of assessment.</p> <p>The most we'll pay for all legal expenses will be equivalent to our standard scale of charges as applicable to our panel of legal representatives and available on request from Arc. You'll be responsible for any costs in excess of this scale. And for any claim or claims arising from one insured event, the most we'll pay will be £100,000. No excess applies to legal expenses claims.</p>
<b>Legal representative</b>	<p>Our panel legal firm appointed by Arc, or their agents to act on your behalf, or any other suitably qualified person appointed to represent you under the terms and conditions of this policy.</p>
<b>Period of insurance</b>	<p>The length of time that the contract of insurance applies for. This is shown on your schedule.</p>
<b>Proportional</b>	<p>In determining whether or not legal expenses is proportional to the potential benefit of pursuing your claim, the following will be taken into account:</p> <ul style="list-style-type: none"> <li>■ whether the likely cost of legal expenses is more than the amount of damages you're able to recover from the other party;</li> <li>■ the value and complexity of the case;</li> <li>■ the geographical location of the policyholder and the other party to the action;</li> <li>■ the stance of the other party;</li> <li>■ whether a reasonable person without legal expenses insurance would pursue the matter and finance their own legal costs.</li> </ul>
<b>Reasonable chance of success</b>	<p>More than a 50% chance that you will win the case and achieve a positive outcome. Examples of a positive outcome are being able to:</p> <ul style="list-style-type: none"> <li>■ recover the amount of money at stake;</li> <li>■ enforce a judgement;</li> <li>■ obtain an outcome which best serves your interest;</li> <li>■ recover an amount greater than that being offered by the other party.</li> </ul>

<b>Schedule</b>	This identifies: <ul style="list-style-type: none"> <li>■ you;</li> <li>■ the period of insurance;</li> <li>■ details of your home.</li> </ul>
<b>Territorial limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>We, us or our</b>	Liverpool Victoria Insurance Company Ltd.
<b>You, your</b>	The person or people shown on the effective schedule.

## Your cover

We'll pay legal expenses for each of the following insured events:

<b>What's covered</b>	<b>What's not covered</b>
<p><b>1. Personal injury.</b></p> <p>Pursuing a claim directly resulting from your death or injury:</p> <ul style="list-style-type: none"> <li>■ from an accident from one single event;</li> <li>■ arising from medical or clinical negligence.</li> </ul>	<p>Claims arising from:</p> <ul style="list-style-type: none"> <li>■ any illness or injury which develops gradually;</li> <li>■ psychiatric and/or psychological injury where there is no associated physical injury.</li> </ul>
<p><b>2. Contract disputes.</b></p> <p>Pursuing a claim directly resulting from a breach of your contract to buy or hire goods or services for your private use.</p> <p>Defending a civil claim directly resulting from your sale of goods you have owned and privately sold.</p>	<p>Claims:</p> <ul style="list-style-type: none"> <li>■ where the amount in dispute is less than £125;</li> <li>■ in respect of any works by, or under the order of any government or public or local authority;</li> <li>■ directly or indirectly relating to an allegation of mis-selling or mismanagement of financial services or products.</li> </ul>
<p><b>3. Protection of property.</b></p> <p>Pursuing or defending a claim relating to:</p> <ul style="list-style-type: none"> <li>■ interference with your use, enjoyment or right over your home;</li> <li>■ damage to your home;</li> <li>■ a breach of an agreement for the sale or purchase of your home;</li> <li>■ a dispute with your landlord regarding a tenancy agreement that you have entered into to rent your home.</li> </ul>	<p>Claims in respect of:</p> <ul style="list-style-type: none"> <li>■ the interference of your use, enjoyment or right over your home when the insured event happens within the first 90 days of this cover starting unless you had an equivalent policy which finished immediately before this cover began;</li> <li>■ any works by, or under the order of any government or public or local authority.</li> </ul>

What's covered	What's not covered
<p><b>4. Employment.</b></p> <p>Pursuing a claim directly resulting from a breach of your contract of employment.</p>	<p>Claims:</p> <ul style="list-style-type: none"> <li>■ where the breach of contract happens within the first 90 days of this cover starting unless you had an equivalent policy which finished immediately before this cover began;</li> <li>■ under the Equal Pay Act 1970 and amending legislation;</li> <li>■ for legal expenses if they relate to a time before the effective date of termination of your employment, (as defined by the Employment Rights Act 1996) in claims for unfair, wrongful or constructive dismissal;</li> <li>■ where the breach of contract is alleged to have commenced or to have continued after the effective date of termination of your employment.</li> </ul>
<p><b>5. Identity fraud.</b></p> <p>Pursuing a claim directly resulting from an organisation's negligence causing you to suffer financial loss as a result of identity fraud.</p> <p>Defending your legal rights and/or take reasonable steps to remove County Court Judgements against you that have been obtained by an organisation that you are alleged to have purchased, hired or leased goods or services from.</p> <p>Cover is only available if you deny having entered into the contract and allege that you have been a victim of identity fraud.</p> <p>We'll also pay legal expenses to represent you at a police station, prior to formal charges being made against you.</p> <p>Cover is only available where you deny the alleged offence on the basis that you have been a victim of identity fraud.</p>	<p>Claims where:</p> <ul style="list-style-type: none"> <li>■ the amount in dispute is less than £125;</li> <li>■ you have not been a victim of identity fraud;</li> <li>■ the insured event happens less than 30 days after the start of the first continuous period of this legal expenses insurance;</li> <li>■ you did not take reasonable precautions against identity fraud or take action to protect yourself from identity fraud;</li> <li>■ identity fraud was caused by you or your family or anyone else who permanently lives with you;</li> </ul> <p>Claims for:</p> <ul style="list-style-type: none"> <li>■ legal expenses 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;</li> <li>■ any losses other than legal expenses incurred by you as a result of identity fraud.</li> </ul>

## General exceptions

**(see also the General exceptions in your document of insurance, which apply to the whole policy)**

### **We'll not pay any legal expenses if:**

- Our panel legal firm or Arc haven't agreed, in advance, the purpose and amount of any legal expenses, or they relate to a period before our panel legal firm or Arc have accepted your claim;
- at any time, your claim does not have a reasonable chance of success;
- the cost of legal expenses to pursue your claim is not proportional to the expected benefit;
- you have alternative legal expenses cover, unless our panel legal firm or Arc reach agreement with the other insurer that legal expenses should be shared;
- the insured event had started before you bought this legal expenses insurance;
- you should reasonably have known when buying this insurance that the circumstances leading to a claim under this legal expenses insurance already existed;
- you claim more than 180 days after the insured event unless your delay in notifying your claim has not affected the likely costs or outcome;
- your claim is fraudulent, false or exaggerated;
- your claim is caused by your deliberate, intentional or reckless actions;
- the other side is unlikely to be able to pay your claim;
- you act against Arc's advice or the advice of your legal representative;
- your legal representative refuses to act for you;
- you unreasonably withdraw from legal proceedings despite your claim having a reasonable chance of success and where such a withdrawal is likely to affect the cost of your claim;
- your claim is settled or discontinued without our panel legal firm or Arc agreeing to this beforehand;
- your claim is part of a class action or will be affected by or will affect the outcome of other claims.

**Also, certain types of claim are not covered under this insurance.**

### **We will not pay for:**

- claims made against us or our agent(s);
- claims directly or indirectly relating to:
  - something said or written about you or by you about somebody else;
  - an activity for profit or business;
  - divorce, separation and family law, wills, probate or trust(s);
  - disputes between members of your family (this does not apply to accidents involving motor vehicles);
  - an application for a judge to review the legality of a decision made or action taken by a public body;
  - computer software operating systems and packaged software made to your special order;
  - subsidence, heave or landslip, mining or quarrying;
  - planning, including town and country planning;

- a lease or license to occupy land or property where you act as the landlord;
- a dispute with a local authority about Council Tax.

### **General conditions**

**(see also the General conditions in your document of insurance, which apply to the whole policy)**

#### **You must do the following:**

- provide at your own expense information relevant to your claim such as reports, photographs, plans or other supporting documents to help Arc and/or your legal representative assess whether:
  - your claim is covered;
  - your claim has and continues to have a reasonable chance of success;
  - the cost of legal expenses to pursue your claim is proportional and continues to be proportional to the expected outcome.
- contact our legal assistance helpline before you take any action that may result in a claim and before you run up any legal expenses;
- take all reasonable steps to settle your claim by negotiation and work with Arc and your legal representative to achieve a satisfactory outcome to your claim;
- follow the advice that Arc and/or your legal representative give you;
- keep the cost of your claim as low as possible;
- keep Arc and your legal representative informed about the progress of your civil claim (including any offers to settle);
- try to recover your legal expenses from the other side, including allowing Arc or your legal representative to bring proceedings in your name;
- at your own expense, agree to be added to the CIFAS Protective Register if recommended by your legal representative or any credit reference agency;
- allow Arc to obtain any information, document or file from your legal representative including an opinion on your chances of success and the proportionate benefit to you of making your civil claim or of acting in defence of your prosecution.

#### **Appointing a legal representative**

We have chosen a panel of legal firms to provide legal services to our customers.

There is nothing in our relationship with our panel legal firms which affects their ability to act in your best interests.

If your claim is accepted, a legal representative from our panel will be appointed to act for you.

You have the right to choose your own legal representative to represent you if it is necessary to take your claim to court or if a conflict of interest arises.

#### **Where you choose to use your own legal representative:**

- you must not agree to any legal expenses without Arc's prior written permission;
- your legal representative will be appointed to act for you in line with Arc's standard terms of appointment (you can ask us for a copy).

#### **We will not pay for:**

- legal expenses that are unreasonable or not proportional to the expected benefit;
- legal expenses incurred by your legal representative in avoidable correspondence or which are recoverable from a court, tribunal or other party;

- any shortfall in costs recovered from another party where the claim has been successful and costs have been recovered;
- legal expenses in excess of the amount of damages that you're able to recover from the other party.

### **We can do the following:**

- pay an amount to settle your claim;
- refuse to pay any further legal expenses if you don't accept any offer in a civil claim, which Arc and your legal representative agree is reasonable. In assessing whether an offer is reasonable the likelihood of achieving a higher award and whether the likely cost of continuing the claim is proportional will be considered;
- give your legal representative and/or Arc all information we have about you or your claim including any medical information;
- refuse to pay further legal expenses if your claim does not have a reasonable chance of success or the cost of legal expenses is no longer proportional to the expected benefit.

### **Personal injury claims**

As part of any claim for personal injury your legal representative may need to arrange for you to be medically examined by a doctor. They may appoint a medical agency to arrange this examination. The medical agency will consider whether rehabilitation would assist you in recovering from your injury. We do not restrict your legal representative in their choice of medical agency and rehabilitation provider.

### **Disputes**

#### **How to complain**

If you have a complaint please contact Arc quoting your claim number. You can write to: The Customer Services Team Arc Legal Assistance PO Box 8921, Colchester, CO4 5YD email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

Under the Solicitor Client Confidentiality Rules, your legal representative is required to obtain your written consent in order to release any information relating to your case to us.

If Arc cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving a final response letter from Arc.

The address is: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: 0800 023 4567

email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

For more information please visit [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk).

#### **Making a complaint won't affect your right to take legal action.**

#### **Arbitration**

If your 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.

**We and you must keep to the arbitrator's decision, which is binding.**

**The arbitrator may require you or us to pay the cost of the arbitration.**

You can get this and other documents from us in Braille, large print or on audio by contacting us.

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