Home Insurance

Insurance Product Information Document

Company: Uinsure Limited

Product: M&S Home Insurance - Family Legal Protection

This insurance is managed and supplied by Uinsure Limited who are authorised and regulated by the Financial Conduct Authority under number 463689. Uinsure Limited is registered in England and Wales with company number 06046870 with a registered office at XYZ Building (1st Floor), 2 Hardman Boulevard, Manchester, M3 3AQ. This insurance is provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited. 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.

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.

What is this type of insurance?

Family Legal Protection provides insurance to cover up to £150,000 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 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 claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.
- ✓ **Motor Prosecution Defence:** To defend motoring prosecutions in respect of a motoring offence, arising from your use of a vehicle.
- ✓ **Consumer Defence:** To defend legal action brought against you following a breach of a contract you have for selling your own personal goods.
- ✓ **Property Infringement:** To pursue actions for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.
- ✓ **Employment Disputes:** To pursue a legal action brought before an Employment Tribunal (or its equivalent in Scotland and Northern Ireland) against an employer or ex-employer for breach as an employee of your contract of employment or legal rights under employment laws.
- ✓ **School Admission Disputes:** Costs to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to your child or children being refused entry at the state school of your choice.
- ✓ **Tax:** Accountancy fees if you are subject to an HM Revenue and Customs Full Enquiry into your personal Income Tax position.

What is not insured?

- ✗ **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 51%.
- ✗ **Minimum Amount in Dispute:** We won't cover claims for Consumer Pursuit or Consumer Defence if the amount in dispute is less than £125 (plus VAT), or for Tenancy Dispute if the cost of resolving the problem is £250 or below. 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?

- ! **Excess:** You are responsible for the first £250 of any claim under the Property Infringement section of cover.
- ! **Qualifying period:** There is a 90 day qualifying period for claims for Employment and Tenancy Disputes, and a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **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

What is insured?

✓ **Probate:** To pursue legal proceedings within the territorial limits in respect of a probate dispute involving the will of your deceased parents or grandparents, children, step-children or adopted children where you are contesting a will as a named beneficiary, or as a member of a class of beneficiaries with an immediate interest.

✓ **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.

✓ **Tenancy Dispute:** To pursue a legal action:

- Following your unlawful eviction from a property occupied by you under an Assured Shorthold Tenancy.
- Against a landlord following a material breach of a tenancy agreement.

✓ **Jury Service:** We will pay a daily rate for the duration you are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from your employer or the court.

advisers' rates.

! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.

Where am I covered?

✓ The product provides cover in the United Kingdom of Great Britain and Northern Ireland.

What are my obligations?

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

Payments are collected by Direct Debit. You may either pay your premium as an annual payment or spread your payments into monthly instalments.

When does the cover start and end?

The cover starts on the date shown on your schedule and lasts 12 months. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date. We will contact you before your renewal date and before taking payment to confirm your renewal terms.

How do I cancel the contract?

You can cancel your policy at any time.

If you cancel within 14 days of your policy start date, we will give you a full refund – as long as there hasn't been a claim (or an incident that might lead to a claim).

If you cancel after 14 days of your policy start date, no refund of the premium will be given.

To cancel, please call us on 0161 524 6748 or write to us at M&S Customer Services, PO Box 1189, Doncaster, DN1 9RP.