

# magenta:home

## Insurance Product Information Document

**Company:** magenta insurance

**Product:** Family Legal Costs

magenta insurance is a trading name of inet3 Limited. inet3 Limited is authorised and regulated by the Financial Conduct Authority. Registered Number 303982.

**Registered Office:** Three Whiting Street, Bury St Edmunds, Suffolk IP33 1NX

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

AmTrust Europe 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 Costs provides insurance to cover up to £50,000 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 Contract 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 Pursuit:** To pursue civil claims for financial compensation for damages following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Employment Pursuit:** To pursue an action brought by you 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 of your contract of employment.
- ✓ **Property Pursuit:** To pursue actions for nuisance or trespass against the person or organisation infringing your legal rights in relation to your insured property.
- ✓ **Property Sale and Purchase:** To pursue or defend a legal action following a breach of a contract for the sale or purchase of your main home.
- ✓ **Consumer Contract Defence:** To defend a legal action following a breach of a contract you have for selling goods for the private and personal use of another person.



#### 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 Contract Pursuit, Consumer Contract Defence or Property Sale and Purchase 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?

- ! **Excess:** You are responsible for the first £250 of any claim under the Property Disputes section of cover, and £50 of any claim under any other section.
- ! **Qualifying period:** There is 90 day qualifying period for claims for Employment Pursuit, and a 180 day qualifying period for claims for Property Pursuit. 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 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?

- ✓ Claims which arise, or where proceedings are brought in 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.
- 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 legal expenses premium is automatically included in the sum you pay for your home insurance policy.

You can pay your premium in total by credit or debit card or monthly by direct debit to the person or company who supplied this policy to you.

If you choose to pay monthly, a credit charge will apply.



### When does the cover start and end?

Cover starts and ends at the same time as your home insurance policy.



### How do I cancel the contract?

Your Legal Expenses cover has been provided alongside your home insurance cover and cannot be cancelled independently from your home insurance policy. The contract will run for as long as that policy stays in force. If you cancel your home insurance policy within 14 days of the date you received your policy documentation your Legal Expenses cover will be cancelled at the same time and you will receive a full refund of premium provided no claims have been made.

If you wish to cancel your home insurance policy together with your Legal Expenses cover after the first 14 days you must advise the person who sold you your policy that you wish to cancel. You will be advised what refund, if any, is due for the period of cover you have not used provided no claims have been made.