

# Insurance Product Information Document

Company: British Gas is a trading name for British Gas Services Limited, authorised and regulated by the Financial Conduct Authority under Financial Services Register No: 490568. Registered in England and Wales No. 03141243.



Product: Legal Expenses cover

This insurance is managed and provided by Arc Legal Assistance Limited, sold by British Gas Services Limited and underwritten by AmTrust Europe Limited.

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?

Legal Expenses provides insurance to cover up to £50,000 for advisers' costs for certain types of legal action(s) as detailed in this document, your Terms and conditions and Policy Schedule.



### What is insured?

We'll cover a legal adviser's 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
- ✓ Consumer Defence: To defend a legal action brought against you following a breach of a contract you have for selling your own personal goods
- ✓ Personal Injury: To pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible
- ✓ Clinical Negligence: To pursue a legal action for damages following clinical negligence resulting in your personal injury or death against the person or organisation directly responsible
- ✓ Employment Disputes: To pursue a legal action brought 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 or legal rights under employment laws
- ✓ 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
- ✓ Property Sale and Purchase: To pursue or defend a legal action arising from a breach of a contract for the sale or purchase of your main home
- ✓ Data Protection: To pursue a legal action against a person or organisation for breach of the data protection legislation which has resulted in you suffering a financial loss
- ✓ Jury Service: The loss of your normal income if you're off work while attending Jury Service
- ✓ Tax: Accountancy fees as a result of 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 50%
- ✗ Minimum amount in dispute: We won't cover claims for Consumer Pursuit or Consumer 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 £50 of any claim where you choose to appoint our panel solicitor, and £500 of any claim where you do not appoint our panel solicitor. This excess applies to claims under any section of cover
- ! Qualifying period: There is a 90 day qualifying period for claims for Employment 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 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 the United Kingdom, the Isle of Man, the Channel Islands or the European Union



### 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 adviser's costs



### **When and how do I pay?**

You can pay your premium as a one-off payment by debit/credit card or in monthly instalments via a credit agreement



### **When does the cover start and end?**

The contract will start on the date you select when you purchase the policy and will end one year later. These dates will then be detailed in 'Your Policy Schedule'



### **How do I cancel the contract?**

- You can cancel this policy within 14 days of receipt of the policy documents whether for new business or at the renewal date
- You may also cancel this policy at any time by calling the British Gas Home Insurance team, you'll find the number in your policy schedule
- If cover has not started we will refund the full premium to you. If cover has started we will keep an amount of premium in proportion to the time you have been on cover and refund the rest, provided no claims have been made