

Motor Legal Expenses Insurance Policy Wording



MOTOR LEGAL PROTECTION INSURANCE

Motor Legal Expenses provides:-

- 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

HELPLINE SERVICES

Legal Helpline

You can use the helpline service 24 hours a day, 7 days a week, to discuss any legal problem concerning a matter covered under this policy, which happens in the United Kingdom, the Channel Islands and the Isle of Man, and during the **Period of Insurance**.

Simply telephone **0333 034 2611** and quote “**Channel Insurance Brokers**”.

Telephone calls may be recorded and/or monitored for both **Yours** and **Our** protection.

MOTOR LEGAL PROTECTION INSURANCE

This cover is managed and provided by Arc Legal Assistance Limited. The insurance parts of this section are underwritten by the **Insurer**, and **We** act on their behalf.

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** happens. Where it is necessary to start court proceedings or a **Conflict of Interest** happens and **You** want to use a legal representative that **You** choose **Yourself**, **We** will not pay **Advisers' Costs** which are more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **Advisers Costs** set out under the separate sections of cover, up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** happens during the **Period of Insurance** and within the **Territorial Limits**
- and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do has a negative impact on **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under this insurance and no exclusions apply then it is vital that **You** comply with the conditions of this insurance in order for **Your** claim to proceed. The conditions that apply to this insurance are given in the 'Conditions' section below and should be read carefully. Some of the main conditions that apply to this insurance are that:

1. Prospects of Success

There must be a 51% or higher chance of winning the case and achieving a positive outcome. A positive outcome includes, for example, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which is in **Your** best interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** finds that there is not a 51% or higher chance of success, then **We** might decline or stop giving support for **Your** case.

2. Proportional Costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate is more than 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 relies on the information **You** give. **You** must take reasonable care to give full 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, **Your** cover may be affected and:

- the **Insurer** might cancel **Your** policy and refuse to pay any claim or
- the **Insurer** might not 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 needs **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must tell **Us**.

DEFINITIONS

Where the following words appear in bold in this insurance they have these special meanings.

Adviser	Our specialist panel solicitors or their agents appointed by Us to act for You , or, provided We agree, where it is necessary to start court proceedings or a Conflict of Interest happens, another legal representative nominated by You .
Advisers' Costs	Legal costs paid by the Adviser . Third party's costs shall be covered if awarded against You .
Conditional Fee Agreement	An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.
Conflict of Interest	Situations where We 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.
Data Protection Legislation	The relevant Data Protection Legislation in force in the Territorial Limits where this cover applies at the time of the Insured Event .
Insured Event	The incident or the start of a transaction or series of incidents which might lead to a claim or claims being made under the terms of this insurance.
Insurer	AmTrust Specialty Limited.
Legal Action(s)	<ul style="list-style-type: none"> a) The pursuit or defence of civil proceedings and appeals against judgement following a Road Traffic Accident; b) The pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the Vehicle; c) The defence of criminal motoring prosecutions in relation to the Vehicle; d) The defence of civil legal cases and criminal prosecutions in relation to Vehicle cloning.
Legal Helpline	The service provided by Our panel solicitors on Our behalf

which enables **You** to obtain advice on any matter which might give rise to a claim under this insurance.

Maximum Amount Payable

The maximum payable in respect of an **Insured Event** is stated below:

Uninsured Loss Recovery and Personal Injury: £100,000
Motor Prosecution Defence and Motor Contract: £25,000
Vehicle Cloning: £1,000

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Period of Insurance

This insurance provides cover for the same period covered by the insurance product or benefit which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Road Traffic Accident

A traffic accident in the **Territorial Limits** involving the **Vehicle** occurring during the **Period of Insurance** for which **You** are not at fault and for which another known insured party is at fault.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred by the **Insurer** in using a nominated **Adviser** of **Our** choice.

Territorial Limits

Personal Injury & Uninsured Loss Recovery:

United Kingdom, Channel Islands, Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco) Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).

All other sections of cover:

The United Kingdom, the Channel Islands and the Isle of Man.

Vehicle

The motor vehicle declared in the insurance schedule to which this cover attaches. This is extended to include a caravan or trailer whilst attached to the **Vehicle**.

We/Us/Our

Arc Legal Assistance Limited.

**You/Your
/Yourself**

The person(s) named in the insurance schedule. This is extended to include an authorised driver or passengers for the Uninsured Loss Recovery and Personal Injury sections of cover.

COVER

Personal Injury

What is covered

You are covered for **Advisers' Costs** to pursue damages resulting from a **Road Traffic Accident** whilst **You** are in, boarding or alighting the **Vehicle**, against those whose negligence has caused **Your** injury or death.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

What is not covered

Claims

- a) relating to an agreement **You** have entered into with another person or organisation.
- b) for stress, psychological or emotional injury unless it results from **You** suffering physical injury

Uninsured Loss Recovery

What is covered

You are covered for **Advisers' Costs** to pursue uninsured losses resulting from a **Road Traffic Accident** against those whose negligence has caused **You** to suffer loss of **Your** insurance policy excess or other out of pocket expenses.

What is not covered

Claims

- a) relating to an agreement **You** have entered into with another person or organisation.
- b) for applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

Motor Prosecution Defence

What is covered

Advisers' Costs to defend a **Legal Action** in respect of a motoring offence, resulting from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is a 51% or higher prospect of such a plea materially affecting the likely outcome.

What is not covered

Claims

- a) for alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the **Vehicle** whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- b) for **Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) for parking offences which **You** do not get penalty points on **Your** licence for
- d) for motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence.

Motor Contract

What is covered

You are covered for **Advisers' Costs** to pursue or defend a **Legal Action** relating to a dispute over a contract for the sale or purchase of goods or services relating to the **Vehicle** including the **Vehicle** itself, provided **Advisers' Costs** do not exceed the amount claimed.

What is not covered

Claims where the contract was entered into before **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

Vehicle Cloning

What is covered

You are covered for **Advisers' Costs** to defend a **Legal Action** resulting from use of the **Vehicle's** identity by another person or organisation without **Your** permission.

What is not covered

Claims

- a) where the **Vehicle's** identity has been copied by somebody living with **You**
- b) where **You** did not act to take action to prevent **Yourself** from further instances of vehicle cloning following an **Insured Event**
- c) for any losses (other than **Advisers' Costs**) incurred by **You** as a result of **Your Vehicle's** Identity being copied without **Your** permission.

GENERAL EXCLUSIONS

1. There is no cover:-

- a) Where the **Insured Event** occurred before **You** purchased this insurance
- b) Where **You** fail to give proper instructions to **Us** or the **Adviser** or fail to respond to a request for information or attendance by the **Adviser**
- c) Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval
- d) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- e) To defend **Legal Actions** resulting from anything **You** did deliberately or recklessly
- f) For claims made by or against the **Insurer, Us** or the **Adviser**
- g) Where an estimate of **Your Advisers' Costs** is greater than the amount in dispute.
- h) Where **Your** motor insurers refuse to accept this motor insurance policy as valid or refuse indemnity
- i) For any claim arising from racing, rallies, competitions or trials
- j) For an application for Judicial Review
- k) For appeals without **Our** prior written consent
- l) For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**
- m) Where, at the time of the **Insured Event, You:**
 - i) were disqualified from driving
 - ii) did not hold a licence to drive
 - iii) did not have a valid MOT certificate for the **Vehicle**
 - iv) did not procure valid vehicle tax
 - v) failed to comply with any laws relating to the **Vehicle's** ownership or use
- n) For disputes between the **Adviser** and any other party which is only over the level of **Advisers' Costs**.
- o) For **Your** solicitor's own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**

2. Sanction Limitation and Exclusion Clause

The **Insurer** will not cover or be liable to pay any claim or provide any benefit under this insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

3. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This

exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

CONDITIONS

1. Claims Conditions

- a) **You** must notify **Us** as soon as possible and within a maximum of 180 days once **You** become aware of the **Insured Event**. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced. To report a claim **You** must follow the instructions under "How to make a claim" below.
- b) **We** shall appoint the **Adviser** to act on **Your** behalf.
- c) **We** might investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which must not be unreasonably withheld, **We** might reach a settlement of the **Legal Action**.
- d) **You** must supply, at **Your** own expense, 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**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- e) The **Adviser** must:-
 - i) provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - ii) keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) keep **Us** regularly 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 there will be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) send in bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) attempt recovery of costs from third parties.
 - vii) Agree with **Us** not to submit a bill for **Advisers' Costs** to the **Insurer** until conclusion of the **Legal Action**.
- f) In the event of a dispute arising as to costs **We** may need **You** to change **Adviser**.

- g) The **Insurer** will only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- h) **You** will supply all information asked for by the **Adviser** and **Us**.
- i) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** must be reimbursed by **You**.
- j) **You** must instruct the **Adviser** to give **Us** all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** might, but only when supported by independent legal advice, form the view that **You** do not have a 51% or higher chance of winning the case and achieving a positive outcome. If so, **We** might decline support or any further support. Examples of a positive outcome are:

- 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

3. 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.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** might, 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 might be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

5. Fraud

In the event of fraud, **We**:

- a) will not be liable to pay the fraudulent claim
- b) might recover any sums paid to **You** in respect of the fraudulent claim
- c) might 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.

6. 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.

7. Cancellation

You can cancel this insurance at any time by telling **Your** insurance adviser and giving 14 days' notice. If **You** do this within 14 days of taking out this insurance, **You** will get a refund of premium if **You** have not already made a claim under this insurance.

The **Insurer** can cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, or alternative address given by **You**. **You** will not get a refund of premium.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** suspect fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, gave false information or did not give important information

8. English Law and Language

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

9. 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 gives a benefit which did not previously exist.

CUSTOMER SERVICES INFORMATION HOW TO MAKE A CLAIM

For Uninsured Loss Recovery & Personal Injury

You should call Channel Insurance Brokers to report a claim under the motor insurance policy. Channel Insurance Brokers will send details of **Your** claim to the **Adviser** who will contact **You** to discuss any uninsured loss or personal injury claims or any assistance **You** require in relation to a hire car or **Vehicle** repairs.

For all other sections of cover

You should telephone **0333 034 2611** and quote **Channel Insurance Brokers** to obtain advice and request a claim form. Alternatively, **You** can submit a claim form online by visiting <https://claims.arclegal.co.uk>. Upon return of a completed claim form **We** will assess the claim and if covered, send details to the **Adviser** who will then contact **You** directly.

In general terms, **You** must tell **Us** straight away of any potential claim or circumstances which might lead to **You** making a claim. If **You** are not sure whether to tell **Us** or not, it's best to call the **Legal Helpline**. Please note that any avoidable delay in notifying any claim might result in a claim being declined.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Customer Service

We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if **You** are not satisfied with the delay, **You** can refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** are not happy with **Our** final response or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD
Tel 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London

E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: complaint.info@financial-ombudsman.org.uk

Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this policy, **You** might be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.