

# Motor Legal Expenses Insurance





## Motor Legal Expenses Insurance

### Certificate of Insurance

This insurance is underwritten by AmTrust Europe Limited and managed on their behalf by Arc Legal Assistance Limited.

Only **Adviser's Costs** incurred on **Your** behalf by **Our** Panel Solicitors or their agents are covered under this insurance (unless **You** live in the European Union and **Court Proceedings** are issued or a conflict of interest arises). Following the issue of **Court Proceedings** or a conflict of interest arising, and where **You** live in the European Union **You** have elected to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no 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 **Underwriter** agrees to indemnify **You** in consideration of the **Premium** paid or to be paid subject to the following terms, conditions and exclusions of this policy.

### Definitions

#### You/Your

Uninsured Loss Recovery & Personal Injury cover: The person responsible for insuring the **Vehicle** declared to **Us** and the authorised driver and passengers in it.

Motor Prosecution Defence, Motor Contract, **Vehicle** Cloning cover: The person responsible for insuring the **Vehicle** declared to **Us**.

#### Insured Period

The period of insurance declared to **Us**.

#### Premium

The **Premium** paid by **You** for this policy.

#### Territorial Limits

Uninsured Loss Recovery & Personal Injury cover:  
The European Union, Channel Islands and the Isle of Man.

Motor Prosecution Defence, Motor Contract, **Vehicle** Cloning cover:  
Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

#### Adviser's Costs

Reasonable legal fees and disbursements incurred by the **Adviser** or other legal representative with **Our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

#### Standard Adviser's Costs

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

#### Action

The pursuit of civil proceedings and appeals against judgement following a **Road Traffic Accident**; the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the **Vehicle**; the defence of criminal motoring prosecutions in relation to the **Vehicle** and the defence of civil legal cases and criminal prosecutions in relation to **Vehicle** Cloning.

#### Court Proceedings

The issue of Court Proceedings.

#### Limit of Indemnity

The maximum amount payable in respect of an **Insured Incident** which is:

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

#### Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

#### Vehicle

The **Vehicle** declared to **Us** including a caravan or trailer whilst attached to it.

**Road Traffic Accident** A traffic accident in the **Territorial Limits** involving the insured **Vehicle** occurring during the **Insured Period** on a public highway or on a private road or other public place for which **You** are not at fault and for which another party is at fault.

#### We/Us/Our

Arc Legal Assistance Ltd who manage this insurance on behalf of the **Underwriters**.

## Adviser

The Panel Solicitor or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where **Court Proceedings** have been issued or a conflict of interest arises and where **You** live within the European Union, another legal representative nominated by **You**.

## Underwriters

AmTrust Europe Limited.

## 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.

## Cover

**Adviser's Costs** incurred in an **Action** up to the **Limit of Indemnity** where:

- a) The **Insured Incident** takes place in the **Insured Period** within the **Territorial Limits**; and
- b) The **Action** takes place in the **Territorial Limits**.

## Uninsured Loss Recovery & Personal Injury

### What is insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident**:

- a) whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death, and/or
- b) against those whose negligence has caused **You** to suffer loss of **Your** insurance policy excess or other out of pocket expenses.

If **Court Proceedings** are going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court 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 **Court Proceedings** 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, for Personal Injury claims only, **Advisers' Costs** not exceeding the amount in dispute.

### What is not insured:

Claims:

- For a breach of contract
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury

- For **Adviser's Costs** where the amount in dispute relates to credit hire charges or credit repair costs
- For Applications for payment to the Motor Insurers Bureau (or its local equivalent) 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 insured

**You** are covered for **Adviser's Costs** to defend motoring prosecutions in respect of an offence, arising from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of **Us**.

### What is not insured:

Claims:

- For damages, interest fines or costs awarded in criminal courts
- Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by **You**
- Arising from an allegation that **You** were in control of the **Vehicle** whilst under the influence of alcohol or drugs (whether prescribed or otherwise)
- Arising from an allegation that **You** were using a mobile telephone whilst in control of the **Vehicle** Where **You** fail to confirm the identity of the driver of the **Vehicle** at the time of the alleged incident.

## Motor Contract

**What is insured** **You** are covered for **Adviser's Costs** to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the **Vehicle** including the **Vehicle** itself. The contract for the sale or purchase must have been made during the **Insured Period** and at least £250 inc. local taxes must be in dispute.

### What is not insured:

Claims:

- For **Adviser's Costs** where the amount in dispute relates to credit hire charges or credit repair costs.

## Vehicle Cloning

**What is insured** **You** are covered for **Adviser's Costs** to defend civil or criminal legal proceedings arising from use of the **Vehicle's** identity by another person or organisation without **Your** permission.

## What is not insured:

### Claims:

- Where the **Vehicle's** Identity has been copied by somebody living with **You**
- Where the **Insured Incident** began to occur within the first 30 days of the **Insured Period**
- Where **You** did not act to take reasonable precautions against **Your Vehicle's** Identity being copied without **Your** permission
- For any losses (other than **Adviser's Costs**) incurred by **You** as a result of **Vehicle** Cloning.

## General Exclusions

### 1. There is no cover:

- Where the **Insured Incident** began to occur or had occurred before **You** purchased this insurance
- Where the **You** fail to give proper instructions to **Us** or the **Adviser** or respond to a request for information or attendance by the **Adviser** within a reasonable period of time
- Where a reasonable estimate of **Your Adviser's Costs** is greater than the amount in dispute other than in relation to uninsured loss recovery claims
- Where **Your** act or omission prejudices **Yours** or the **Underwriters** position in connection with the **Action**
- Where **Adviser's Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval
- For **Adviser's Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- For the amount of **Adviser's Costs** in excess of **Our Standard Adviser's Costs** where **You** have elected to use an **Adviser of Your** own choice
- Where **You** have alternative insurance cover
- For claims made by or against the **Underwriters, Us** or the **Adviser**
- Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity
- For any claim arising from racing, rallies, competitions or trials
- For **Adviser's Costs** beyond those for which **We** have given **Our** prior written approval
- For an application for Judicial Review
- For appeals without the prior written consent of **Us**
- For the costs of any legal representative other than those of **Our** panel solicitor unless **You** live within the European Union and **Court Proceedings** are issued or a conflict of interest arises
- For any **Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**
- Where at the time of the **Insured Incident** **You** were disqualified from driving, did not hold a licence to drive or the **Vehicle** did not have a valid MOT certificate or Road Fund Licence or comply with any laws relating to its ownership or use
- For **Adviser's Costs** incurred in Part 8 Costs Proceedings under the Civil Procedure

Rules or its equivalent in Scotland, Northern Ireland, the Channel Islands and Isle of Man.

### 2. Contracts (Rights of Third Parties) Act 1999 (or its relevant local equivalent)

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 (or its relevant local equivalent) 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

- a) **You** must notify claims as soon as reasonably possible within 180 days of the **Insured Incident**.
- b) **We** shall appoint the **Adviser** to act on **Your** behalf.
- c) **We** may investigate the claim and take over and conduct the **Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **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 **You** live within the European Union and **Court Proceedings** are required 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 **Adviser's Costs** in excess of **Our Standard Adviser's Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- e) The **Adviser** will:
  - i.) Provide a detailed assessment 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 **Adviser's Costs** incurred.
  - iv.) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not accepted there shall be no further cover for **Adviser's Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi.) Attempt recovery of costs from the Third Parties.
  - vii.) Agree with **Us** not to submit a bill for **Adviser's Costs** to **Underwriters** until conclusion of the **Action**.
  - viii.) Provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at the **Adviser's** own cost
- f) In the event of a dispute arising as to costs **We** may require **You** to change **Adviser**.
- g) **Underwriters** shall only be liable for costs for work expressly authorised by **Us** in

writing and undertaken while there are reasonable prospects of success.

- h) **You** shall supply all information requested by the **Adviser** and **Us**.
- i) **You** are liable for any **Adviser's Costs** if **You** withdraw from the **Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.

## 2. Disputes

Any disputes between **You** and **Us** in relation to **Our** assessment of **Your** prospects of success in the case or nomination of solicitor may, where we both agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the local Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

## 3. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may 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
- Being able to achieve an outcome which best serves **Your** interests

## 4. English Law

This contract is governed by English Law unless otherwise agreed.

## 5. Language

The language for contractual terms and communication will be English.

## 6. Cancellation

**You** may cancel this insurance at any time by writing to and providing fourteen days written notice to **Your** insurance adviser.

**We** or **Your** insurance adviser may cancel the insurance by giving fourteen days notice in writing to **You** at the address shown on the motor insurance schedule, unless a change of address has been notified to **Your** insurance adviser. No refund of **Premium** shall be made.

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

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

## Customer Services Information

### How To Make A Claim

#### 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.

#### Motor Prosecution Defence, Motor Contract & Vehicle Cloning

Please complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively, please contact us on the telephone number below to be sent a claim form which must be returned promptly to **Us** with all relevant information. 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.

**You** are not covered for legal fees unless **You** uses **Our** Panel Solicitors or their agents which **We** will appoint to act for **You** (unless **You** live within the European Union and a conflict of interest arises or **Court Proceedings** are issued).

#### Data Protection Act / Law

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and or the **Underwriters** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998 or its local equivalent.

#### Customer Service

**Our** aim is 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 **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.

**Arc Legal's contact details are:**

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
Tel 01206 615 000  
CO4 5YD  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

If **You** complaint is not resolved **You** may be entitled to refer it to The Financial Ombudsman Service. Their details are:

Exchange Tower  
183 Marsh Wall  
London  
Tel 08000 234 567 E14 9SR  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Compensation**

**You** may be entitled to compensation from the Financial Services Compensation Scheme if the Underwriters are unable to meet their liabilities. Further information is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

**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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. 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. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).