

MOTOR LEGAL EXPENSES INSURANCE



**COMPLETE
MOTOR LEGAL EXPENSES**

Welcome to **your** Motor Legal Expenses Insurance Policy.

This policy gives **you** access to legal advice, and funding for legal representation and costs associated with court proceedings.

It can help cover the financial costs if **you** bring or defend a legal action.

This policy includes access to telephone helpline services for:

- reporting a claim and
- legal advice.

You also benefit from an online Legal Assistance Portal which gives access to a wide range of legal documents.

WHAT YOU NEED TO KNOW ABOUT YOUR LEGAL EXPENSES POLICY

Arc Legal Assistance Limited manages this policy on behalf of the **insurer**.

The **policyholder's** contract for this legal expenses insurance policy is with the **insurer**.

We agree to provide cover in line with the terms, conditions and exclusions set out in this policy. **We** will pay **legal costs**, up to the **claim limit** for each Section of Cover, if:

- a) an **insured event** starts during the **period of cover** and within the **territorial limits**
- b) the **insured event** leads to legal action that takes place within the **territorial limits**
- c) **you** have paid or agree to pay the premium for the **period of cover**
and
- d) **your** claim always has **reasonable prospects of success**.

Please take time to read this policy and make sure that the cover meets **your** needs.

If there is anything that is not clear, please contact the company that arranged this policy for **you**.

HELPLINE SERVICES

Personal Injury & Uninsured Loss Recovery claims

Call 0333 034 2611

If **you** want to make a claim for personal injury or for uninsured losses, please contact the number above.

Legal Helpline – 24 hours a day, 7 days a week

Call 0333 034 2611

You can use this helpline during the **period of cover** to discuss any legal or taxation problem **you** might have under the laws of the United Kingdom, Channel Islands and Isle of Man.

This includes areas of law not covered by this policy.

We may record and monitor calls.

Legal Assistance Portal

Visit legalassistanceportal.arclegal.co.uk

The Portal gives access to a wide range of legal documents and guides relating to various areas of law. This includes areas of law not covered by this policy.

HOW TO MAKE A LEGAL EXPENSES CLAIM

For Personal Injury and Uninsured Loss Recovery claims

You should follow the claims process in **your** motor insurance policy to which this policy attaches. The motor insurer will send **your** details to an **adviser** to arrange an assessment of **your** claim to check it has **reasonable prospects of success** and meets all other policy terms and conditions.

If **we** accept the claim, the **adviser** will deal with it.

If the incident is not covered under this policy, **you** can still contact the Legal Helpline for telephone based advice.

For all other claims

As soon as **you** become aware of an incident or circumstances which might lead to a claim under this policy, **you** must call the Legal Helpline on 0333 034 2611.

A delay in telling **us** about an incident may have a negative impact on **our** ability to help **you**. This may include the potential of **your** claim being refused.

The Legal Helpline will provide legal advice and guidance and if required, ask **you** to provide claim details by visiting <https://claims.arclegal.co.uk>. Alternatively, they can send **you** a claim form.

We will arrange an assessment of the claim to check it has **reasonable prospects of success** and meets all other policy terms and conditions.

If **we** accept the claim, **we** will appoint an **adviser** to deal with it.

If the incident is not covered by this policy, the Legal Helpline can continue to give **you** telephone based advice.

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DEFINITIONS - (Legal Expenses)

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

Definition	This means
Adviser	The lawyer or law firm, accountant or other qualified professional adviser we appoint to act for you .
Claim limit	The most we will pay for each insured event . This includes VAT. Each Section of Cover shows the claim limit that applies. For the purposes of the claim limit : All causes, actions, incidents or events that are related by cause or time will create a single insured event .
Conditional fee agreement	An agreement between you and the adviser which sets out the terms under which the adviser will charge for their fees. If you , or your estate, do not recover, in full or in part, the damages being claimed in the legal action, no fees will be charged.
Conflict of interest	A situation when you have a dispute with a person who: <ul style="list-style-type: none"> • also has legal expenses insurance with us, and • started their claim with us before you did.
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 policy.
Insurer	AmTrust Specialty Limited.
Legal costs	These are: <ul style="list-style-type: none"> • adviser's fees – these include VAT • expenses incurred by the adviser (for example, expert report fees, barristers' fees. These are sometimes called 'disbursements'). • adverse costs (these are the other side's legal costs which a court or other authority says that you have to pay).
Period of cover	The same period of time covered by the motor insurance policy, product or benefit to which this policy attaches.
Policyholder	The person who: <ul style="list-style-type: none"> • has taken out this policy, and • paid the premium, and • is named as the Insured or Policyholder on the motor insurance policy to which this policy attaches.
Road Traffic Accident	A traffic accident that involves the vehicle , for which you are not at fault, and for which another known insured party is at fault.

<p>Reasonable prospects of success</p>	<p>There is a 51% or greater chance of winning the legal action and getting a positive outcome. A positive outcome is:</p> <ul style="list-style-type: none"> • obtaining & enforcing any judgment when seeking damages or compensation • successfully defending a contract or civil dispute in its entirety • successfully defending a criminal prosecution if you plead not guilty • reducing any sentence or fine received in a criminal prosecution if you plead guilty • being successful in your appeal against a decision.
<p>Territorial limits</p>	<p>For Sections of Cover: Personal Injury and Uninsured Loss Recovery</p> <p>The European Union, United Kingdom, Channel Islands, Isle of Man, Andorra, Gibraltar, Liechtenstein, Monaco, Norway, San Marino, Serbia, Switzerland and Vatican City</p> <p>For all other Sections</p> <p>The United Kingdom, the Channel Islands and the Isle of Man.</p>
<p>Vehicle</p>	<p>The motor vehicle declared in the motor insurance schedule to which this policy attaches.</p> <p>This is extended to include a caravan or trailer while they are attached to the vehicle.</p>
<p>We / Our / Us</p>	<p>Arc Legal Assistance Limited on behalf of the insurer.</p>
<p>You / Your</p>	<p>The person(s) named in the motor insurance schedule to which this policy attaches.</p> <p>This is extended to include an authorised driver and passengers in the vehicle for the Uninsured Loss Recovery and Personal Injury Sections of Cover.</p>

SECTIONS OF COVER - (Legal Expenses)

Personal Injury

In this Personal Injury section; In the event of **your** death, **we** will cover **your** personal representatives to take legal action on **your** behalf.

What is Covered Claim limit – £100,000 each claim	What is NOT Covered
<p>Legal costs, to bring a civil case (or appeal against a judgment) for damages for your personal injury or death, that results from a road traffic accident.</p> <p><u>Condition</u></p> <p>If the case is going to be decided by a court in England or Wales and the damages being claimed are above the small claims track limit, you and the adviser must enter into a conditional fee agreement.</p>	<p>Claims:</p> <ol style="list-style-type: none">1. for stress, psychological or emotional injury unless it arises from you suffering physical injury.

Uninsured Loss Recovery

What is Covered Claim limit – £100,000 each claim	What is NOT Covered
<p>Legal costs to bring a civil case (or appeal against a judgment) for uninsured losses that you have incurred as a direct result of a road traffic accident.</p> <p><u>Condition</u></p> <p>You will need to show us evidence of your uninsured losses.</p>	<p>Claims:</p> <ol style="list-style-type: none">1. in respect of an agreement you have entered into for services to assist you following the road traffic accident.2. For personal injury or death (See Personal Injury Section)

Motor Prosecution Defence

What is Covered Claim limit – £100,000 each claim	What is NOT Covered
<p>Legal costs to represent or defend you if you are prosecuted for a motoring offence which arises from your use of the vehicle.</p>	<p>Claims</p> <ol style="list-style-type: none"> 1. If you are being prosecuted for driving or being in control of the vehicle while under the influence of: <ul style="list-style-type: none"> • alcohol or non-prescribed drugs, or • prescription medicine, and a medical professional advised you not to drive 2. for legal costs if you are entitled to a grant of legal aid or if funding is available from a public body, a trade union, or an employer 3. for parking offences.

Motor Contract

What is Covered Claim limit – £100,000 each claim	What is NOT Covered
<p>Legal costs, to bring or defend a civil case (or appeal against a judgment) for damages that arise from a breach of contract for the sale or purchase of goods or services relating to the vehicle including the vehicle itself.</p> <p><u>Condition</u></p> <p>The contract must have been agreed after you bought this policy.</p> <p>This condition will not apply if:</p> <ul style="list-style-type: none"> • you held comparable cover before the contract was agreed, and • there has been no break in cover since then. 	<p>Claims:</p> <ol style="list-style-type: none"> 1. if the amount in dispute is less than £100 (not including VAT).

GENERAL EXCLUSIONS – (Legal Expenses)

These General Exclusions apply to all Sections of Cover under this legal expenses insurance.

1. There is no cover if:

- a) the **insured event** started before this policy began
- b) when **you** bought this policy, **you** knew or should have known that the circumstances leading to a claim under this insurance already existed.

2. There is no cover for:

- a) fines, penalties or any damages that **you** have to pay as a result of legal action
- b) any allegation against **you**, that involves malicious falsehood or defamation
- c) claims for loss or damage if that loss or damage is insured under any other class of insurance (which is not legal expenses insurance).
- d) claims made by, or against, the company that arranged this insurance for **you**, the **insurer**; the **adviser** or **us**
- e) any costs incurred before **we** accept the claim
- f) **legal costs** or any other costs and expenses incurred which **we** have not agreed in advance or are more than **we** have approved in writing
- g) any claim **you** make which is false or fraudulent or exaggerated
- h) defending legal actions that result from anything **you** did deliberately or recklessly
- i) any claims brought under a Group Litigation Order or equivalent procedure, or as a standalone claim with multiple beneficiaries
- j) disputes between the **adviser** and any other party which is only about the level of **adviser's** fees.

3. There is no cover for any claim directly or indirectly that arises from:

- a) a dispute between **you** and someone **you** live with or have lived with
- b) a judicial review
- c) defending or pursuing new areas of law or test cases

4. Cyber attack

We 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 program malicious code, computer virus or process or any other electronic system.

This exclusion will not apply to any Section of Cover, which allows for **legal costs** resulting from a cyber-attack.

5. Sanctions

The **insurer** will not cover or be liable to pay any claim or provide any benefit under this policy 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.

6. War, terrorism and nuclear risks

A claim caused by, contributed to by, or arising from:

- a) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by law in the United Kingdom.
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.

7. There is no cover if at the time of the insured event:

- a) **you** did not have valid motor insurance or a valid driving licence
- b) there was no valid MOT or vehicle tax on the **vehicle**, unless exempt by law.
- c) **you** failed to comply with any laws relating to the **vehicle's** ownership or use
- d) **you** were taking part in any racing, rallies, competitions or trials of any kind.

CLAIMS TERMS, CONDITIONS AND PROCEDURES – (Legal Expenses)

Telling us about a claim

For Personal Injury and Uninsured Loss Recovery claims

You should follow the claims process in **your** motor insurance policy to which this policy attaches. The motor insurer will send **your** details to an **adviser** to arrange an assessment of **your** claim to check it has **reasonable prospects of success** and meets all other policy terms and conditions.

If **we** accept the claim, the **adviser** will deal with it.

If the incident is not covered under this policy, **you** can still contact the Legal Helpline to give **you** telephone based advice.

For all other claims

As soon as **you** become aware of an incident or circumstances which might lead to a claim under this policy, **you** must call the Legal Helpline on 0333 034 2611.

A delay in telling **us** about an incident may have a negative impact on **our** ability to help **you**. This may include the potential of **your** claim being refused.

You must give **us**, at **your** own expense, all the information **we** need to assess **your** claim.

We will arrange an assessment of the claim to check it has **reasonable prospects of success** and meets all other policy terms and conditions.

If **we** accept the claim, **we** will appoint an **adviser** to deal with it.

Freedom to choose your own adviser

If the claim:

- reaches the point that court proceedings need to start, or
- there is a **conflict of interest**,

you can choose a suitably qualified lawyer or law firm, accountant or other qualified adviser.

You must tell **us** their name and address, so **we** can consider **your** request to appoint them as the **adviser**.

Your chosen adviser must agree to **our** terms of appointment, (which **we** will send to them).

If they do not agree to **our** terms of appointment, **we** will not appoint them. If this happens, **you** can still choose a different adviser.

You will be responsible for any **adviser's** fees that are more than **we** would normally pay, if **we** had appointed an adviser from **our** panel.

If a claim is in progress and **your** chosen **adviser** no longer complies with **our** terms of appointment, **we** will withdraw cover or appoint a different **adviser** to continue **your** claim.

Proportionality

If **we** or the **adviser** consider that the **adviser's** fees and expenses will be more than **you** can recover in a successful outcome, **we** can decline **your** claim or withdraw cover for it.

We can only cover claims if the potential financial benefit to **you** is likely to be greater than the **adviser's** fees and expenses involved. If **we** or **your adviser** estimate these costs will be more than the amount **you** could potentially gain, **we** can decline **your** claim or stop cover for it. For example, **we** will not pay the **adviser's** fees and expenses that are more than the amount:

- of damages that **you** are claiming in the legal action.
- a fine is likely to be reduced if **you** plead guilty to a criminal prosecution.

Your responsibilities

Once **we** have appointed an **adviser**:

- a) **we** will only pay for **legal costs** for work undertaken while there are **reasonable prospects of success** and that **we** have expressly authorised in writing
- b) **you** must supply all information that **we** and the **adviser** ask for, and keep the **adviser** updated with progress of the claim and always cooperate with them
- c) if **you** withdraw from the legal action without **our** agreement, **you** will have to:
 - pay all **legal costs** and
 - reimburse **us** for any **legal costs we** have already paid for this claim
- d) **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.

Other insurances

If **you** have another insurance policy that would also cover **your** claim, **we** only have to pay **our** share of the claim.

So that **we** can recover any money that is more than **our** share of the claim, **you** must:

- tell **us** that **you** have the other insurance policy, and
- give **us** full details of it, and

let **us** take all necessary steps to enforce it in **your** name.

Subrogation

If **you** make a claim on this policy and **you** have rights that **you** can enforce against someone else, **you** must:

- take all necessary steps to enforce those rights for **our** benefit, or
- let **us** take those steps in **your** name.

This is so that if the other person is liable to pay towards the claim, **we** can recover any money that **we** have paid or might have to pay.

You must also let **us**, in **your** name, take over, conduct, defend and settle any claim against **you** that **we** may be liable for.

Doing this will not affect **your** claim with **us**. If there are any costs for taking these steps, **we** will pay them.

GENERAL TERMS AND CONDITIONS - (Legal Expenses)

The following terms and conditions apply to all Sections of Cover of this policy. **You** must comply with them for this policy to remain in full force and effect.

1. Residency

For this policy to be valid, **you** must be domiciled within the United Kingdom, Channel Islands or Isle of Man.

2. You must give us the information we ask for

We rely on the information **you** have provided to the company that arranged this policy for **you**. **You** must take care to give full and accurate answers to any questions they ask. This applies when **you** buy a policy or make changes to it. If **you** don't give them full and accurate answers, this can affect **your** cover and **we** can:

- cancel the policy and refuse to pay any claim, or
- not pay a claim in full.

We will write to **you** if **we**:

- plan to cancel the policy, or
- need to change the policy terms, or
- need **you** to pay more for the policy.

If **you** realise that **you** have given answers that are not full or accurate, **you** must tell **us**.

3. Fraud

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

- a) will not have to pay the fraudulent claim
- b) can recover any sums from **you** which **we** have paid to the **adviser**
- c) can cancel this policy with effect from the date of the fraudulent act and keep all premiums paid
- d) will no longer be liable to **you** in any regard after the fraudulent act.

4. Cancellation

Your right to cancel

You can cancel this cover at any time by giving 14 days' notice to the company that arranged this policy for **you**.

If **you** cancel within 14 days of:

- buying this policy, or
- receiving the policy documents (if this happens later),

we will refund the premium in full provided **you** have not made a claim, and do not intend to make a claim.

If **you** cancel after the first 14 days, **we** will refund the premium for what is left of the **period of cover** provided **you** have not made a claim, and do not intend to make, a claim.

Our right to cancel

We will only do this in exceptional circumstances, for example:

- a) **We** reasonably suspect fraud
- b) **You** use threatening or abusive behaviour or language or try to intimidate or bully of **our** staff or suppliers
- c) **We** find that **you**, deliberately or recklessly, gave **us** false information or did not tell **us** important information.

We will give **you** 14 days' notice in writing. **We** will send the notice to the latest address **we** have for **you**. If **you** have not made, and do not intend to make a claim under this policy, **we** will refund any premium **you** have paid for what is left of the **period of cover**.

Insolvency, liquidation or bankruptcy

You must tell **us** if **you**:

- become insolvent, go into liquidation, administration, receivership or bankruptcy, or
- enter into a voluntary or deed arrangement, or
- if legal proceedings start for any of these situations.

We will cancel the policy straight away because **you** will no longer have control to make decisions about **your** finances.

If **you** have an ongoing claim, **you** no longer have control to make decisions about the claim. **We** will pay the claim up until the date **we** cancel the policy, but the claim will end on that date.

If **you** have not made a claim, **we** will refund any premium **you** have paid for what is left of the **period of cover**.

5. English Law and Language

If there is a dispute about or in connection with this policy:

- the laws of England and Wales will apply to the dispute.
- only the courts of England can decide the outcome of the dispute.

All contract terms and communication will be in English.

6. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this legal expenses insurance 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.

NOTICES

Privacy and Data Protection Notice – (Legal Expenses)

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

Data Protection

We are committed to protecting and respecting **your** privacy in accordance with the current data protection legislation. Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit <https://www.arclegal.co.uk/privacy-policy/> or AmTrust's website at <https://amtrustinternational.com/dpn>

How We Use Your Personal Data and Who We Share it With

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** Privacy Statement, which is available to view on the website address detailed above.

Disclosure of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, please see websites for full address details.

HOW TO MAKE A COMPLAINT - (Legal Expenses)

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**:

Arc Legal Assistance Ltd

P O Box 8921

Colchester

CO4 5YD

☎ 01206 615000

✉ customerservice@arclegal.co.uk

We will confirm within five working days, that **we** have received the complaint.

Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved and an indication of when **you** will receive a final response.

Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay and an indication of when **you** will receive a final response.

You may be able to take the complaint to the Financial Ombudsman Service (FOS), if **you**:

- are not happy with the final response to **your** complaint, or
- have not received a response within eight weeks of the date **you** made the complaint,

but **you** must do this within six months.

The FOS contact details are:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

☎ 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).

✉ complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme (FSCS)

The **insurer** is covered by the FSCS. **You** may be able to get compensation from the FSCS if the **insurer** goes out of business and can't meet its commitments under this contract, This might, for example, be a claim that it cannot pay, or a refund it owes **you**. **You** can get more details from:

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

☎ 0800 678 1100 (calls are free) or 020 7741 4100

🌐 www.fscs.org.uk

The Insurer and the Administrator

AmTrust Specialty Limited is the insurer of this policy. It is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services reference number is 202189.

Registered in England & Wales under company number 01229676.

Its registered office is at:

Exchequer Court

33 St Mary Axe

London

EC3A 8AA

United Kingdom

Arc Legal Assistance Limited arranges and is the administrator of this policy. It is authorised and regulated by the Financial Conduct Authority. Its financial services reference number is 305958.

Registered in England & Wales under company number 04672894.

Its registered office is at:

The Gatehouse

Lodge Park

Lodge Lane

Colchester

Essex

CO4 5NE

To check these details on the Financial Services Register, visit the website www.fca.org.uk/register or call the Financial Conduct Authority on 0800 111 6768.

0344 770 9000

 enquiries@arclegal.co.uk

 www.arclegal.co.uk

Arc Legal Group is a trading style of Arc Legal Assistance Limited, authorised and regulated by the Financial Conduct Authority. Our Firm Reference Number is 305958. An AmTrust Financial Company.

