



Your policy document | Reference LEI-ARC 0619

Motor Legal Expenses



Contents

Contents	2
Definitions	5
Terms of cover	6
Important conditions	6
How to make a claim	7
Personal injury	7
Motor contract	8
Motor prosecution defence	8
Uninsured loss recovery	8
General exceptions	9
General conditions	10
Prospects of success	11
Proportionality	11
Disputes	11
Disclosure breach	11
Fraud	11
Other insurances	11
Cancellation	12
Customer services information	13
Privacy and data protection notice	15

Period of insurance

Your legal expenses cover is valid for the same duration as the motor insurance cover with which it is offered as declared to Arc Legal.

Cancellation

Within 14 days of receipt of insurance documentation you may cancel this policy if it does not meet your needs. Subject to your insurance adviser receiving your written advice of this, they will issue a full return of premium, the policy will be regarded as not having been taken up by you and will be cancelled from inception.

We may cancel the insurance by giving fourteen days' notice in writing to you at the address shown on the schedule, or alternative address provided by you. 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:

- a) Where we have a reasonable suspicion of 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, disclosed false information or failed to disclose important information

How to claim

For Uninsured Loss Recovery & Personal Injury claims:

You should call 0330 123 5992 to report a claim. Details of your claim will be passed to the adviser who will contact you to discuss any uninsured loss recovery or personal injury claims or any assistance you require in relation to a hire car or vehicle repairs.

All other claims:

You should telephone the Legal Helpline on 0333 005 0351 and quote "ERS Motor Legal Expenses" to obtain advice and request a claim form.

Complaints

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 may 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 (FOS.) contact details are:

The Financial Ombudsman Service,

Exchange Tower,

London E14 9SR

Tel: 0800 023 4567

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

Website: www.financial-ombudsman.org.uk

Definitions

The following Definitions apply to this Legal Expenses Endorsement insurance document and shall keep the same meaning wherever they appear in this insurance document. Where any conflict exists with the Definitions shown in this Legal Expenses Endorsement policy document and the corresponding motor policy document; the definitions below shall apply in respect of Motor Legal Expenses. Where the following words appear in bold they have these special meanings.

- **Adviser** – Our specialist panel solicitors or their agents appointed by Us to act for You, or, where agreed by Us, another legal representative nominated by You.
- **Advisers' Costs** – Reasonable legal costs incurred 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** – There is a Conflict of Interest if 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 within the Territorial Limits where this cover applies at the time of the Insured Event.
- **Disclosure Breach** – Disclosing false information or failing to disclose relevant information in the process of entering into this of entering into this insurance contract.
- **Insured Event** – The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Event shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.
- **Insurer** – AmTrust Europe Limited.
- **Legal Action:**
 - The pursuit of civil proceedings and appeals against judgement following a **Road Traffic Accident**;
 - The defence of criminal motoring prosecutions in relation to the **Vehicle**;
 - The pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the **Vehicle**.
- **Legal Helpline** – The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.
- **Maximum Amount Payable** – The Maximum Amount Payable in respect of an Insured Event is – stated below:
 - **Uninsured Loss Recovery and Personal Injury:** £100,000.
 - **All other sections:** £50,000.
- **Period of Insurance** – The period of time declared to and accepted by Us, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, 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 party is at fault.
- **Standard Adviser's Costs** – The level Adviser's Costs that would normally be incurred by the Insurer in using a nominated Adviser of Our choice.
- **Territorial Limits:**
 - **Uninsured Loss Recovery & Personal Injury:** The United Kingdom, the European Union, the Channel Islands and the Isle of Man;
 - **All other sections:** 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 Ltd.
- **You/Your/Yourself** - The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver or passengers for the Uninsured Loss Recovery and Personal Injury sections of cover.

Terms of cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

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** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice. **Advisers' Costs** payable by **Us** are limited to no more than:

1. Our **Standard Advisers' Costs**; or
2. The amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

The insurance covers **Advisers' Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:

- The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**, and
- The **Legal Action** takes place within the **Territorial Limits**.

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

Important conditions

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

Prospects of success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

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 exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of disclosure

Consumer

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Non-Consumer

If this policy covers **You** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

Suspension of cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Helpline services

Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone **0333 005 0351** and quote “**ERS – Motor Legal Expenses**”.

How to make a claim

For Uninsured Loss Recovery & Personal Injury claims:

You should call **0330 123 5992** to report a claim. Details of **Your** claim will be passed to the **Adviser** who will contact **You** to discuss any uninsured loss recovery or personal injury claims or any assistance **You** require in relation to a hire car or **Vehicle** repairs.

All other claims:

You should telephone the **Legal Helpline** on **0333 005 0351** and quote “**ERS Motor Legal Expenses**” to obtain advice and request a claim form. Alternatively, **You** can submit a claim form online by visiting www.arclegal.co.uk/informationcentre. 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.

Personal injury

What is insured:

You are covered for **Advisers' Costs** to pursue damages claims arising 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.

What is not insured:

Claims

- Relating to an agreement **You** have entered into with another person or organisation.
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury.

Motor contract

What is insured:

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 insured:

Claims where the contract was entered into before **You**:

- First purchased this insurance; or
- Purchased similar insurance which was in place immediately before this insurance began.

Motor prosecution defence

What is insured:

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

What is not insured:

Claims:

- 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 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.
- 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.
- For parking offences for which **You** do not get penalty points on **Your** licence.
- For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence.

Uninsured loss recovery

What is insured:

You are covered for **Advisers' Costs** to pursue damages claims arising 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.

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 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 **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 insured:

Claims

- Relating to an agreement **You** have entered into with another person or organisation.
- 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.

General exceptions

These general exceptions apply to the whole insurance

There is no cover:

- Where the **Insured Event** occurred before **You** purchased this insurance.
- 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**.
- Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval.
- For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- To defend **Legal Actions** arising from anything **You** did deliberately or recklessly.
- For claims made by or against the **Insurer, Us** or the **Adviser**.
- Where an estimate of **Your Advisers' Costs** is greater than the amount in dispute.
- Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- For any claim arising from racing, rallies, competitions or trials.
- For an application for Judicial Review.
- For appeals without **Our** prior written consent.
- For any **Legal 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 Event You**:
 - Were disqualified from driving;
 - Did not hold a licence to drive;
 - Did not have a valid MOT for the **Vehicle**;
 - Did not procure valid vehicle tax;
 - Failed to comply with any laws relating to the **Vehicle's** ownership or use
- For disputes between the **Adviser** and any other party which is only over the level of **Advisers' Costs**.
- For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**.

General conditions

What we expect for your cover to be valid

Claims

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.

- **We** shall appoint the **Adviser** to act on **Your** behalf.
- **We** may 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** may reach a settlement of the **Legal Action**.
- **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.
- The **Adviser** must:
 - Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - Keep **Us** regularly advised of **Advisers’ Costs** incurred.
 - Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers’ Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - Attempt recovery of costs from third parties.
 - Agree with **Us** not to submit a bill for **Advisers’ Costs** to the **Insurer** until conclusion of the **Legal Action**.
- In the event of a dispute arising as to costs **We** may require **You** to change **Adviser**.
- The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- **You** shall supply all information requested by the **Adviser** and **Us**.
- **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**.
- **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

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 51% or greater 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:

- Being able to recover the amount of money at stake.
- Being able to enforce a judgement.
- Being able to achieve an outcome which best serves **Your** interests.

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.

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** may, 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 may 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.

Disclosure breach

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless.
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known.
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known.
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

Fraud

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

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

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.

Cancellation

You may cancel this insurance at any time by writing to **Your** insurance advisor providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against this insurance.

We may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. 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 behaviour or language or intimidation or bullying of **Our** staff or suppliers.
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

Customer services information

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** may 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

Tel 08000 234 567

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

Website: www.financial-ombudsman.org.uk

English law

This contract is governed by English Law unless otherwise agreed.

Language

The language for contractual terms and communication will be in English.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme.

Further information about compensation scheme arrangements 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 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

Privacy and data protection notice

Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegalassistance.co.uk

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** notice.

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 [website for full address details](#).