



# Motor Legal Protection Policy

# Motor Legal Protection

**Your** policy schedule will indicate if **you** have taken out the cover under this part of the policy.

Cover under this part of the policy is underwritten by AmTrust Europe Limited, administered on their behalf by Arc Legal Assistance with services provided on their behalf by Carpenters Solicitors.

**Your** Motor Legal Protection is provided to **you** by Carpenters Solicitors, who arrange and administer the policy. If **you** are involved in a motor accident, **we** are here to help **you** 24 hours a day, 365 days a year.

Motor accidents are always stressful, particularly if **you** or a passenger has been injured. The last thing **you** need is a long and expensive legal dispute to worry about.

This is where Motor Legal Expenses Insurance can help. If **you** are involved in an accident which is caused by a third party **you** have a legal right to claim back **your** uninsured losses from the person who caused the accident.

In addition a Legal Helpline is available to **you** for advice on any private legal problem by telephoning **0344 736 4104**. There is nothing to pay beyond the cost of the call.

## Uninsured losses can include the following:

- Compensation for **you** if **you** are injured, or compensation for **your** family in the event that **you** incur fatal injuries.
- **Your** policy excess that **you** may have to pay under **your** comprehensive motor policy.
- If **we** can recover **your** losses in full, **your** no claims bonus should not be affected.
- Reasonable hire charges for a replacement **vehicle** while yours is being repaired or compensation for **you** not being able to use **your vehicle**
- Accident repair costs if **you** do not have comprehensive insurance cover.
- Compensation for damage to **your** clothes, luggage or personal belongings.

## What to do after an accident

If **you** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let **us** have this information as soon as **you** can by calling **us** on the number **0345 999 8888**, 24 hours a day, 365 days a year.

# Definitions

## Adviser

A Carpenters solicitor or other 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**.

## Insured Event

The incident or 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 time.

## Insurer

AmTrust Europe Limited

## Legal action

- a) The pursuit or defence of civil proceedings and appeals against judgement following a **road traffic accident**; or
- b) The defence of criminal motoring prosecutions in relation to the **vehicle**.

## Maximum Amount Payable

The **maximum amount payable** in respect of an **insured event** is £100,000.

## Period of Insurance

The **period of insurance** 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 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

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

## Vehicle

The motor **vehicle** covered by **your** Schedule including a caravan or trailer whilst attached to it.

## We/Us/Our

Arc Legal Assistance Limited.

## You/Your

The person responsible for insuring the **vehicle** and named as the policyholder. This is extended to include the authorised driver and passengers for Uninsured Loss Recovery and Personal Injury.

# 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 (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** as detailed under the separate sections of cover, up to the **maximum amount payable** where:-

- a) The **insured event** takes place in 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 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 **your** 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.

# Cover

## 1. 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

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

## 2. 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 court limit **advisers' costs** will be covered subject to the conditions applicable to this insurance.

### What is not insured

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.

# Cover (continued)

## 3. Motor Prosecution Defence

What is insured	What is not insured
<p><b>Advisers' costs</b> to defend a <b>legal action</b> in respect of a motoring offence, arising from <b>your</b> use of the <b>vehicle</b>. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>a) For alleged road traffic offences where <b>you</b> did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the <b>vehicle</b> whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where <b>you</b> have been advised by a medical professional not to drive.</li><li>b) For <b>advisers' costs</b> where <b>you</b> 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</li><li>c) For parking offences for which <b>you</b> do not get penalty points on <b>your</b> licence</li><li>d) For motoring prosecutions where <b>your</b> motor insurers have agreed to provide <b>your</b> legal defence.</li></ul>

# General exclusions

## 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 **you** have provided any false, inaccurate or misleading information
- d) Where **advisers' costs** have not been agreed in advance or exceed those for which **we** have given **our** prior written approval
- e) For **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- f) Where **you** have alternative insurance cover
- g) For claims made by or against the **insurer, us** or the **adviser**
- h) Where an estimate of **your advisers' costs** is greater than the amount in dispute
- i) Where **your** motor insurer repudiates the motor insurance policy or refuses indemnity
- j) For any claim arising from racing, rallies, competitions or trials
- k) For an application for judicial review
- l) For appeals without **our** prior written consent
- m) For any **legal action** that **we** reasonably believe to be false, fraudulent, exaggerated or where **you** have made misrepresentations to the **adviser**
- n) Where at the time of the **insured event** in which **you** were driving the **vehicle, you were** disqualified from driving, did not hold a licence to drive or the **vehicle** did not have a valid MOT certificate or **vehicle** tax or comply with any laws relating to its ownership or use
- o) For disputes between the **adviser** and any other party which is solely over the level of **advisers' costs**



# Conditions

## 1. Claims

- 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 "What to do after an accident" above.
- b) **We** shall appoint the **adviser** to act on **your** behalf.
- c) **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 action.
- d) **You** must supply at **your** own expense all of the information which **we** reasonably require and ask **you** for 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 shall be no further cover for **advisers' 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 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 require **you** to change **adviser**.
  - g) The **insurer** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
  - h) **You** shall supply all information requested 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 provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

## 2. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 11. What To Do If You Have A Complaint), any dispute between **you** and **us** 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 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 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:

- 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.

# Conditions (continued)

## 4. 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.

## 5. Disclosure

If **you** fail to disclose relevant information or **you** disclose false information in relation to this policy, **we**, or the motor insurer, 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

## 6. 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.

## 7. 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.

## 8. English Law and Language

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

## 9. Cancellation

**We** hope **you** are happy with the cover this policy provides. However, **you** have the right to cancel it within 14 days of receiving the policy, without giving any reason by contacting **your** motor insurer.

If **you** do cancel in the first 14 days, **your** motor insurer will refund any premium paid subject to no claim being made on the policy. After the first 14 days **you** may cancel this insurance at any time by providing fourteen days written notice to **your** motor insurer but no refund of premium will be provided.

**Your** motor insurer or **we** may cancel the insurance by giving fourteen days' notice in writing to **you** at **your** last known address advised to **your** motor insurer if there are serious grounds to do so, including but not limited to the following examples:

- a) Where **your** motor insurer has been unable to collect a premium payable; or
- b) **you** have failed to co-operate or provide information and assistance in relation to any claim under this policy or with regards to the administration or operation of this policy; or
- c) Where **we** have grounds to suspect fraud or misrepresentation; or
- d) Where **you** use threatening or abusive language towards a member of **our** staff or a member of staff of **your** motor insurer or **our** supplier.

If this happens **you** will receive a refund of the premium paid providing **you** have not claimed against the policy.

## 10. 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.arclegal.co.uk](http://www.arclegal.co.uk)

# Conditions (continued)

## 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 bureaux, 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.

## 11. What To Do If You Have A Complaint

**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.

# Conditions (continued)

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  
PO Box 8921  
Colchester  
CO4 5YD

Tel: 01206 615 000

Email: [customerservice@arclegal.co.uk](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)

## 12. 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.

Information about the scheme is available at:

[www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100

or 020 7741 4100.

## 13. Authorisation

**We** are authorised and regulated by the Financial Conduct Authority. **Our** 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).