



Motor Legal
Expenses Insurance

h&r insurance

arc
legal assistance

Motor Legal Expenses Insurance

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 more than a 51% 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 more than a 51% 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.

Definitions

Adviser	Our specialist panel solicitor 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 fees 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 the first of a series of incidents which may lead to a claim under this insurance. For the purposes of the Maximum Amount Payable 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	<ul style="list-style-type: none"> • 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; • The defence of civil legal cases and criminal prosecutions in relation to Vehicle Cloning;
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.
Maximum Amount Payable	The maximum amount payable in respect of an Insured Event is: £100,000.
Period of Insurance	The period of insurance shown in the insurance schedule to which this cover attaches.
Road Traffic Accident	A traffic accident in the Territorial Limits involving the insured Vehicle occurring during the Period of Insurance for which You are not at fault and for which another 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 Uninsured Loss Recovery & Personal Injury	The United Kingdom and the European Union.
All other Sections	The United Kingdom, 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	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.

Cover

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 **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 not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

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

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

- c) Relating to an agreement you have entered into with another person or organisation
- d) For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau

Motor Prosecution Defence

What is insured

Advisers' Costs to defend a **Legal Action** in respect of an offence arising from **Your** use of the **Vehicle**.

Pleas in mitigation are covered where there is a more than 51% prospect of such a plea materially affecting the likely outcome.

What is not insured:-

Claims

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

Motor Contract

What is insured

You are covered for **Advisers' 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 **Period of Insurance** and at least £250 inc. VAT must be in dispute.

What is not insured:-

Claims for **Advisers' Costs** where the amount in dispute relates to credit hire charges or credit repair costs.

Vehicle Cloning

What is insured

You are covered for **Advisers' 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

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

Motor Insurance Database Disputes

What is insured

You are covered for **Advisers' Costs** for representation of **Your** legal rights in a dispute with the police and/or other government agency in the event **Your Vehicle** is seized following a failure in the communications between **Your** insurance adviser and the Motor Insurance Database resulting in incorrect information about **You** or **Your Vehicle** being recorded on that database.

Legal Helpline

You may contact the 24-hour, 365 days a year **Legal Helpline** for legal advice on any motoring matter of concern to **You** arising in United Kingdom, The Channel Islands or the Isle of Man.

You should telephone **0344 701 1144** and quote "**Contract Number 60487 - H&R Insurance Motor Legal Protection**" to enable the **Legal Helpline** to deal with **Your** query.

The **Legal Helpline** service is operated on behalf of **Our** panel solicitors. Calls may be recorded for training and verification purposes.

General Exclusions

1 There is no cover:-

- a) Where the **Insured Event** occurred before **You** purchased this insurance
- b) Where **You** fail to give proper instructions to **Us** or the **Adviser** or respond to a request for information or attendance by the **Adviser**
- c) Where an estimate of **Your Advisers' Costs** is greater than the amount in dispute other than in relation to uninsured loss recovery claims
- d) Where **Your** act or omission prejudices **Your's**, or the **Insurer's** position in connection with the **Legal Action**
- e) Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval
- f) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- g) For the amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have elected to use an **Adviser** of **Your** own choice
- h) For claims made by or against the **Insurer, Us** or the **Adviser**
- i) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity
- j) For any claim arising from racing, rallies, competitions or trials
- k) For **Advisers' Costs** beyond those for which **We** have given **Our** prior written approval
- l) For an application for Judicial Review
- m) For appeals without the prior written consent of **Us**
- n) Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **Adviser** unless a **Conflict of Interest** arises

- o) For any **Legal Action** that **We** believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**
- p) Where at the time of the **Insured Event** **You** were disqualified from driving, did not hold a licence to drive or the Vehicle did not have a valid MOT certificate or did not procure valid vehicle tax or Road Fund Licence or comply with any laws relating to its ownership or use
- q) 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
- r) Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by **You**
- s) For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**
- t) Where **You** should have realised when purchasing this insurance that a claim under this insurance might occur
- u) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence
- v) For claims involving a novel point of law

2 Contracts (Right of Third Parties) Act 1999

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

Conditions

1 Claims

- a) **You** must notify claims as soon as possible within 180 days of the **Insured Event**.
- 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 shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- d) **You** must supply at **Your** own expense all of the information which **We** require to decide whether a claim may be accepted. If **Legal Action** is 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 **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** 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 **Advisers' 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 **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 the 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 liable for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.

2 Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any disputes 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 more than 51% 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

4 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

5 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

6 Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

7 Cancellation

You 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:

- 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

8 English Law

This contract is governed by English Law unless otherwise agreed.

9 Language

The language for contractual terms and communication will be English.

10 Change In Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Customer Services Information

How to make a claim

Uninsured Loss Recovery & Personal Injury:

You should call **01224 848 388** and quote **Your** H&R Insurance reference number to report a claim under the motor insurance policy. H&R Insurance 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. Calls may be recorded for training and verification purposes.

All other sections:

You should telephone the **Legal Helpline** number 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.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**.

Privacy and Data Protection Notice

1. 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

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

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 **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 615 000
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

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 or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

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

This policy is underwritten by AmTrust 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.