



certificate of insurance

Motor Legal Expenses Insurance Policy

MOTOR LEGAL EXPENSES PROVIDES:

24/7 LEGAL ADVICE. INSURANCE FOR LEGAL COSTS FOR CERTAIN TYPES OF DISPUTES.

MOTOR ACCIDENT CLAIMLINE 0844 848 1200

USE THE 24 HOUR REPORTING SERVICE FOR ANY ROAD TRAFFIC ACCIDENT CLAIM. SIMPLY TELEPHONE THE ALPS LEGAL TEAM ON 0844 848 1200.

MOTOR LEGAL ADVICELINE

USE THE 24 HOUR ADVISORY SERVICE FOR TELEPHONE ADVICE ON ANY MOTOR LEGAL PROBLEM OF CONCERN TO YOU.

SIMPLY TELEPHONE 0844 770 1040 AND QUOTE "ALPS MOTOR LEGAL EXPENSES".

TERMS OF COVER

This insurance is managed and provided by Auto Legal Protection Services Limited ("ALPS") and Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, 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, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

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

a) The **Insured Incident** takes place in the **Insured Period** 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 **Underwriters** in connection with the **Legal Action**.

DEFINITIONS

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**.

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.

Insured Incident

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

Insured Period

The period of insurance shown in the insurance schedule to which this cover attaches.

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**.

Maximum Amount Payable

The **Maximum Amount Payable** in respect of an **Insured Incident** is £100,000.

Road Traffic Accident

A traffic accident in the **Territorial Limits** involving the **Vehicle** occurring during the **Insured Period** 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 **Underwriters** in using a nominated **Adviser** of **Our** choice.

Territorial Limits

Uninsured Loss Recovery & Personal Injury: The European Union
All other sections of cover: Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Underwriters

Inter Partner Assistance S.A.

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 section of cover.

COVER

Uninsured Loss Recovery & Personal Injury

What is insured:

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

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

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.

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 more than 50% 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 alcohol or non prescribed drugs

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

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

- a) Where the contract was entered into before **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

GENERAL EXCLUSIONS

1 There is no cover:

- a) Where the **Insured Incident** 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 **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval
- d) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- e) For claims made by or against the **Underwriters, Us** or the **Adviser**
- f) Where a reasonable estimate of **Your Advisers' Costs** is greater than the amount in dispute other than in relation to uninsured loss recovery claims
- g) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity
- h) For any claim arising from racing, rallies, competitions or trials

- i) For an application for Judicial Review
- j) For appeals without **Our** prior written consent
- k) For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**
- l) Where at the time of the **Insured Incident** **You** were disqualified from driving, did not hold a licence to drive or the **Vehicle** did not have a valid MOT certificate or Tax Disc or comply with any laws relating to its ownership or use
- m) For disputes between the **Adviser** and any other party which is only over the level of **Advisers' Costs**.
- n) For **Your** solicitors' own costs above those that would be recoverable through a court from **Your** opponent, including any amount charged on a contingency basis.

CONDITIONS

1 Claims

- a) **You** must notify **Us** as soon as possible and within a maximum of 90 days once **You** become aware of the **Insured Incident**. 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.
- 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 **Legal Action**.
- d) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If 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 **Underwriters** 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) **Underwriters** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- h) **You** shall supply all information requested by the **Adviser** and **Us**.
- i) **You** are 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 Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

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

3 Disputes

Any disputes between **You** and **Us** in relation to **Our** assessment of **Your** prospects of success in the case or nomination of solicitor may, where we both agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the 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.

4 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.

5 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 the 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:

- 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

6 English Law

This contract is governed by English Law unless otherwise agreed.

7 Language

The language for contractual terms and communication will be English.

CUSTOMER SERVICES INFORMATION - HOW TO MAKE A CLAIM

Uninsured Loss Recovery & Personal Injury:

To report a claim, **You** should contact the ALPS legal team on **0844 848 1200** who will discuss any uninsured loss or personal injury claims or any assistance **You** require in relation to a hire car or **Vehicle** repairs.

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.

Unless a **Conflict of Interest** arises **You** are not covered for legal fees incurred before court proceedings are issued unless **You** use **Our** panel solicitors or their agents which **We** will appoint to act for **You**.

Data Protection Act

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

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.

Our contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD
Tel 0844 770 9000
Email: claims@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 and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or Inter Partner Assistance are unable to meet **Our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. 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.

Auto Legal Protection Services Ltd (also T/A ALPS). Registered office. Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ. Company number 3676991. FCA number 300906.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

Motor Legal Expenses Policy Summary

Some important facts about your Motor Legal Expenses insurance policy are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

The insurance cover summarised in this document is provided by Inter Partner Assistance SA, and administered on their behalf by Arc Legal Assistance Ltd and Auto Legal Protection Services Ltd.

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.

Your legal expenses cover applies to the vehicle declared, and the person named in the insurance schedule to which this cover attaches. This extends to the authorised driver or passengers for the Uninsured Loss Recovery and Personal Injury section of cover.

Significant features and benefits	Significant exclusions or limitations	Policy section
Legal costs of up to £100,000 per claim are covered.	This insurance covers the legal costs incurred by our panel solicitors or their agents. You are not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises. For a claim to be covered there must be reasonable prospects of a successful outcome and adviser's costs must be proportionate to the benefit of the claim.	All
Legal costs to pursue: Damages claims arising from a road traffic accident against those whose negligence has caused your injury or death or caused you to suffer loss of your insurance policy excess or other out of pocket expenses.	There is no cover for claims relating to an agreement you have entered into with another person or organisation.	Uninsured Loss Recovery and Personal Injury
Legal costs to defend: Motoring prosecutions in respect of an offence arising from your use of the vehicle.	There is no cover for claims arising where you did not hold or were disqualified from holding a licence to drive, or from an allegation that you were in control of the vehicle whilst under the influence of alcohol or non-prescribed drugs.	Motor Prosecution Defence
Legal 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).	There is no cover where the contract was entered into before you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.	Motor Contract

Cancellation rights (cooling off period)

Within 14 days of receipt of insurance documentation you may cancel this policy if it does not meet your needs. Subject to your insurance advisor 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.

To make a claim

For Uninsured Loss Recovery & Personal Injury

To report a claim, you should contact the ALPS legal team on **0844 848 1200** who will discuss any uninsured loss or personal injury claims or any assistance you require in relation to a hire car or vehicle repairs.

For all other sections of cover

You should telephone **0844 770 1040** and quote "ALPS 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.

Complaints

If you are unhappy with the service that has been provided, you should contact us at the address below. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. For full details of our complaints procedure and how to contact the Financial Ombudsman Service please see our policy document.

Our contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD
Tel 0844 770 9000
Email claims@arclegal.co.uk

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.