

# Motor Legal Expenses Insurance



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# Motor Legal Expenses Insurance

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

The insurance covers **Advisers' Costs** and other costs and expenses as detailed under the separate sections of cover, up to the **Limit of Indemnity** which is £100,000 where:

- a) The **Insured Incident** takes place within the **Insured Period** and within the **Territorial Limits**, and
- b) The **Action** takes place in the **Territorial Limits**.

Once **Your** claim has been accepted, **We** will appoint one of **Our** panel solicitors, or their agents, to handle **Your** case. Should **You** wish to appoint **Your** own **Adviser**, **You** can only do so once court proceedings are issued or a **Conflict of Interest** arises and **You** must obtain approval from **Us** before proceeding. If **You** do not obtain **Our** approval **Your** claim will be rejected. Where **We** agree to **Your** own choice of **Adviser** **You** will be liable to pay any **Advisers' Costs** over and above **Our Standard Advisers' Costs**.

## Words with special meanings

### Action

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** and the defence of civil legal cases and criminal prosecutions in relation to Vehicle Cloning.

### 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

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 in the United Kingdom at the time of the **Insured Incident**, that being:

- (i) before 25 May 2018, the Data Protection Act 1998; and

from 25 May 2018 onwards, the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU

### **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 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 avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

### **Limit of Indemnity**

The maximum amount payable in respect of an **Insured Incident**.

### **Mackenzie Hodgson**

Mackenzie Hodgson Insurance is a trading name of Atlanta1 Insurance Services Ltd

### **Road Traffic Accident**

A traffic accident in the **Territorial Limits** involving the insured **Vehicle** occurring during the **Insured Period** on a public highway or on a private road or other public place 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**

*Uninsured Loss Recovery & Personal Injury:*

The United Kingdom, the European Union, the Channel Islands and the Isle of Man

*All other sections of cover:*

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

### **Insurer**

AmTrust Europe Limited

### **Vehicle**

The **Vehicle** declared to **Us** including a caravan or trailer whilst attached to it.

### **We/Us/Our**

Arc Legal Assistance Ltd.

### **You/Your**

The person responsible for insuring the **Vehicle**. This is extended to include the authorised driver and passengers for Uninsured Loss Recovery, Personal Injury and Motor Prosecution Defence.

# 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**:

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

If the **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 **Action** in full or in part.

What is not insured:

Claims

- For a breach of contract.
- Directly or indirectly arising from stress, psychological or emotional injury.
- For **Advisers' Costs** where the amount in dispute relates to credit hire charges or credit repair costs.

## Motor Prosecution Defence

What is insured

**Advisers' Costs** to defend an **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 and when it is in the public interest to do so. Support for such pleas is solely at **Our** discretion.

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 whilst under the influence of drink or non-prescribed drugs.
- For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- 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. At least £250 inc. VAT must be in dispute.

What is not insured:

Claims

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

## 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

- Where the **Vehicle's** identity has been copied by somebody living with **You**.
- Where **You** did not act to take reasonable precautions against **Your Vehicle's** identity being copied without **Your** permission.
- 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/insurer and the Motor Insurance Database resulting in incorrect information about **You** or **Your Vehicle** being recorded on that database.

## Total Legal – Additional Legal Services

In this package **Our** aim is to provide a wide ranging insured legal service. Inevitably there are areas that do not arise from the ownership or use of **Your Vehicle**, in particular those which everybody at some time faces, which are often expensive and sometimes unexpected. Examples are:

- Legal expenses arising from the sale or purchase of the home and re-mortgaging
- Divorce and child custody issues
- Wills and probate
- 

To help **You** deal with these and other matters which may arise **We** are able to give **You** access to discounted legal services provided by **Us** in partnership with **Our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **You** would like to make use of the service please telephone **0344 770 1040** for an initial telephone consultation which will be provided at no cost to **You**. **Our** panel solicitors will give **You** a quotation for the likely cost of their representation and it will then be **Your** decision whether **You** appoint them to act for **You**.

## Arc Legal Document Service

As part of **Your** Motor Legal Expenses Insurance policy, **You** have access to a range of free legal documents that may help **You** resolve any legal issue **You** may have.

The variety of legal documents available cover disputes relating to many topics, including:

- Debt and arrears
- Holiday and travel
- Motoring issues
- Probate
- Wills

The service gives **You** peace of mind that if **You** are faced with a legal issue, **You** may be able to solve the dispute without having to pursue a claim.

For full details of the documents available and information on how to obtain them, contact [Autonetlegaldocs@arclegal.co.uk](mailto:Autonetlegaldocs@arclegal.co.uk) and quote “**Autonet Legal Document Request**”.

## European Legal & UK Tax Helpline

Use the 24 hour advisory service for telephone advice on any private legal or tax problem of concern to **You**.

Simply telephone **0344 770 1040** and quote “**Autonet Motor Legal Expenses**”

# General Exclusions

There is no cover: -

- Where the **Insured Incident** began to occur or had 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 an estimate of **Your Advisers' Costs** is greater than the amount in dispute
- Where **Your** act or omission prejudices **Your**, or the **Insurer's** position in connection with the **Action**
- 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
- 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
- Where **You** have alternative insurance cover
- For claims made by or against the **Insurer, Us** or the **Adviser**
- Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity
- For any claim arising from racing, rallies, competitions or trials
- For **Advisers' Costs** beyond those for which **We** have given **Our** prior written approval
- For an application for Judicial Review
- For appeals without **Our** prior written consent
- 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
- For any **Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made mis-representations to the **Adviser**
- 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, procure valid vehicle tax or Road Fund Licence or comply with any laws relating to its ownership or use
- For disputes over the level of **Advisers' Costs** claimed from another party
- For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy
- Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by **You**
- For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**
- Where **You** should have realised when purchasing this insurance that a claim under this insurance might occur
- For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence

# Conditions

## 1 Claims

- a) **We** shall appoint the **Adviser** to act on **Your** behalf.
- b) **We** may investigate the claim and take over and conduct the **Action** in **Your** name. Subject to **Your** consent which must not be unreasonably withheld, **We** may reach a settlement of the **Action**.
- c) **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:
  - i. Represent **You** in accordance with **Our** standard conditions of appointment.
  - ii. Confirm in writing that he/she will enable **You** to comply with **Your** obligations under this insurance.
  - iii. Agree with **Us** the rate at which his/ her costs will be calculated. If **We** cannot reach an agreement with the **Adviser** over the terms of their appointment the Law Society will be asked to nominate another legal representative and this nomination shall be binding.
- d) 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 **Action**
- e) In the event of a dispute arising as to costs **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Action** without **Our** prior consent. Any costs already paid by **Us** must be reimbursed by **You**.
- i) **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

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.

## 3 Prospects of Success

At any time **We** may 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. In forming this view **We** may consider:

- a) The amount of money at stake.
- b) Whether a person without legal expenses insurance would wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgment.
- d) Whether **Your** interests could be better achieved in another way.

## 4 Proportionality

**We** will only pay **Advisors' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Action**. **Advisors' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

## 5 English Law

This contract is governed by English Law unless otherwise agreed.

## 6 Language

The language for contractual terms and communication will be English.

## 7 Cancellation

Your right to cancel;

- a) **You** are entitled to cancel **Your** Policy up to 14 days following the commencement (or renewal) date of cover, or the date **You** receive **Your** policy documentation, whichever happens later.
- b) If **You** have not made a claim within the first 14 days **Mackenzie Hodgson** will refund the cost of **Your** Policy.
- c) If **You** use the service within the first 14 days and decide to cancel, **You** will not be eligible for any refund.
- d) If **You** cancel the Policy after 14 days, no refund or credit will be applied.
- e) If **You** do not pay for **Your** premium promptly, **Mackenzie Hodgson** will cancel **Your** Policy.
- f) To cancel **Your** Policy please contact **Mackenzie Hodgson**.

## **8 Contracts (Rights 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.

## How To Make a Claim

To make a claim for an Uninsured Loss or Personal Injury following a **Road Traffic Accident** **You** should telephone the Claims Helpline on **0800 953 7537**.

For all other sections of cover **You** should telephone the Legal Helpline number on **0344 770 1040** quoting “**Autonet Motor Legal Expenses**” to obtain advice and request a claim form

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 and discuss any assistance **You** require.

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

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

## 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 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 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

# Compensation

**We** and the **Insurer** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** the **Insurer** 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 [www.fscs.org.uk/](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. **Our** FCA Register number is 305958. **You** can check this on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA 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).