

MOTOR LEGAL EXPENSES

Motor Legal Expenses provides insurance for legal costs for certain types of disputes

POLICY WORDING

TERMS OF COVER

This insurance is managed and provided by 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 **Advisers 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 .
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.
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 and the defence of criminal motoring prosecutions in relation to the Vehicle .
Maximum Amount Payable	The maximum amount payable in respect of an Insured Incident is:
Uninsured Loss Recovery & Personal Injury	€100,000
Motor Prosecution Defence	€15,000
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

Motor Prosecution Defence Republic of Ireland

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.

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 General Exclusion 1(f).

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
- c) For Applications for payment to the Motor Insurers Bureau of Ireland (MIBI) under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the MIBI.
- d) For **Adviser's costs** in claims handled by Personal Injury Assessment Board (PIAB) other than the PIAB Application Fee and Medical Report Fee.

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

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 where **Your** claim is being pursued under a **Conditional Fee Agreement**
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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 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 Irish Law

This contract, unless otherwise agreed, is governed by the law of the Republic of Ireland.

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

You should call Principal Insurance on **1800 945 948** to report a claim under the motor insurance policy. Principal 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 vehicle or **Vehicle** repairs.

Motor Prosecution Defence

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.

Data Protection Act

Your details and details of **Your** insurance cover and claims will be held by **Us** and/or the **Underwriters** for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1988 and Data Protection (Amendment) Act 2003 and any subsequent amending 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 20 working days **you** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **you** will receive a final response. Within 40 working days 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 **you** will receive a final response.

At this point, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Services Ombudsman's Bureau. **You** can also refer to the Financial Services Ombudsman's Bureau if **you** are not happy with **our** final response.

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921, Colchester CO4 5YD
Tel +44 (0) 1206 616003
Email: claims@arclegal.co.uk

The Financial Services Ombudsman's Bureau contact details are:-

The Financial Services Ombudsman's Bureau
3rd Floor, Lincoln
House, Lincoln Place,
Dublin 2.
Lo Call: 1890 88 20 90. Fax: 01 6620890.
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie; or
The Irish Insurance Federation on 01 6761914

Authorisation

Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority in the United Kingdom. Arc Legal's Firm Reference Number is 305958. It holds the appropriate passporting authority to conduct these insurance mediation activities in the Republic of Ireland. 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 +44 20 7066 1000 or the Central Bank of Ireland at insurance@centralbank.ie or by ringing 01 224 4000.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Belgian National Bank and regulated by the Financial Regulator in the Republic of Ireland.

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.

Your legal expenses cover applies to the motor vehicle declared to Arc Legal and to the driver and passengers in that vehicle at the time of any accident.

Significant features and benefits	Significant exclusions or limitations	Policy section
Legal costs of up to €100,000 per claim are covered.	<p>This insurance covers the legal costs incurred by our panel solicitors or their agents.</p> <p>You are not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises.</p> <p>For a claim to be covered there must be prospects of a successful outcome and adviser's costs must be proportionate to the benefit of the claim.</p>	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 for stress, psychological or emotional injury unless it arises from you suffering physical injury.	Uninsured Loss Recovery and Personal Injury
Legal costs to defend: Motoring prosecutions in respect of an offence arising from your use or ownership of the vehicle.	There is no cover for claims arising from an allegation that you were in control of the vehicle whilst under the influence of alcohol or non-prescribed drugs.	Motor Prosecution Defence

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

Uninsured Loss Recovery & Personal Injury

You should call Principal Insurance on **1800 945 948** to report a claim under the motor insurance policy. Principal 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 vehicle or vehicle repairs.

Motor Prosecution Defence

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 Services Ombudsman's Bureau. For full details of our complaints procedure and how to contact the Financial Services Ombudsman's Bureau please see our policy document.

Our contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD
Tel +44 (0)1206 616003
Email claims@arclegal.co.uk