

Motor Legal Expenses

Policy Wording



What does ALPS Motor Legal Expenses provide?

24/7 legal advice. Insurance for legal costs for certain types of disputes.

Motor Accident Claims Line: 01260 547052

Use the 24 hour reporting service for any **road traffic accident** claim. Simply telephone the Alps Legal team on 01260 547052.

Motor Legal Adviceline

Use the 24 hour advisory service for telephone advice on any motor legal problem of concern to **you**. Simply telephone 0344 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 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, **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.

Data Protection Legislation

The relevant **data protection legislation** in force within the **territorial limits** where this cover applies at the time of the **insured incident**.

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**.
- The defence of civil legal cases and criminal prosecutions in relation to **vehicle** cloning.

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 United Kingdom and the European Union.

All other sections of cover: The United Kingdom, the Channel Islands and the Isle of Man.

Underwriters

AmTrust Europe Limited.

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

Auto Legal Protection Services Limited (ALPS) and 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 Covered

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 Covered

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 Covered

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 Covered

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, 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 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 Covered

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 Covered

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 Covered

You are covered for **advisers' costs** to defend a **legal action** arising from use of the **vehicle's** identity by another person or organisation without **your** permission.

What is not Covered

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 incident**.
- c) For any losses (other than **advisers' costs**) incurred by **you** as a result of your **vehicle's** identity being copied without **your** permission.

Illegal Clamping and Towing

What is Covered

Advisers' costs to pursue the recovery of illegal clamping or towing fees related to the **vehicle**.

What is not Covered

Claims:

- a) Where the clamping or towing of the **vehicle** has been carried out with lawful authority.
- b) For the defence or payment of any costs relating to damage inflicted by **you** upon the clamping device.
- c) For any losses (other than **advisers' costs**) incurred by **you** as a result of the illegal clamping or towing of **your vehicle**.

General Exclusions

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.
- 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 positive outcomes 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. Proportionality

We will only pay **advisers' costs** that are proportionate to the amount of damages that **you** are claiming in the **legal action**. **Advisers' costs** in excess of the amount of damages that **you** are able to claim from **your** opponent will not be covered.

4. 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.

5. 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.

6. 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.

7. English Law

This contract is governed by English Law unless otherwise agreed.

8. 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 01260 547052 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**.

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 bureaus, 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 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:

Mail: Arc Legal Assistance Ltd, P O Box 8921, Colchester, CO4 5YD

Tel: 0344 770 9000

Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Mail: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 08000 234 567

Email: complaint.info@financial-ombudsman.org.uk

Compensation

We and the **underwriters** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** or the **underwriters** 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.

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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.