



Motor Legal Expenses Insurance





**Rossborough
Insurance**
Trusted every day

Motor Legal Expenses Insurance Policy Document

Certificate of Insurance

This insurance is underwritten by AmTrust Europe Limited and managed on their behalf by Arc Legal Assistance Limited.

Only **Adviser's Costs** incurred on **Your** behalf by **Our** Panel Solicitors or their agents are covered under this insurance (unless **You** live in the European Union and **Court Proceedings** are issued or a conflict of interest arises). Following the issue of **Court Proceedings** or a conflict of interest arising, and where **You** live in the European Union **You** have elected to use a legal representative of **Your** own choice, **You** will be responsible for any **Adviser's Costs** in excess of **Our Standard Adviser's Costs**.

The **Underwriter** agrees to indemnify **You** in consideration of the **Premium** paid or to be paid subject to the following terms, conditions and exclusions of this policy.

Definitions

You/Your

Uninsured Loss Recovery & Personal Injury cover:

The person responsible for insuring the **Vehicle** declared to **Us** and the authorised driver and passengers in it.

Motor Prosecution Defence, Motor Contract, **Vehicle** Cloning cover:

The person responsible for insuring the **Vehicle** declared to **Us**.

Insured Period

The period of insurance declared to **Us**.

Premium

The **Premium** paid by **You** for this policy.

Territorial Limits

Uninsured Loss Recovery & Personal Injury cover:

The European Union, Channel Islands and the Isle of Man.

Motor Prosecution Defence, Motor Contract, **Vehicle** Cloning cover:

Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Adviser's Costs

Reasonable legal fees and disbursements incurred by the **Adviser** or other legal representative with **Our** prior written authority.

Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

Standard Adviser's Costs

The level of **Adviser's Costs** that would normally be incurred by **Underwriters** in using a nominated **Adviser** of **Our** choice.

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.

Court Proceedings

The issue of Court Proceedings.

Limit of Indemnity

The maximum amount payable in respect of an **Insured Incident** which is:

Uninsured Loss Recovery & Personal Injury:	£100,000
Motor Prosecution Defence & Motor Contract:	£25,000
Vehicle Cloning:	£1,000

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.

Vehicle

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

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 party is at fault.

We/Us/Our

Arc Legal Assistance Ltd who manage this insurance on behalf of the **Underwriters**.

Adviser

The Panel Solicitor or their agents appointed by Us to act for You, or, and subject to Our agreement, where Court Proceedings have been issued or a conflict of interest arises and where You live within the European Union, another legal representative nominated by You.

Underwriters

AmTrust Europe Limited

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.

Cover

Adviser's Costs incurred in an Action up to the Limit of Indemnity where:-

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

Uninsured Loss Recovery & Personal Injury

What is insured

You are covered for Adviser's 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 Court Proceedings are 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 Court Proceedings in full or in part. If the damages You are claiming are below the small claims track limit Adviser's Costs will be covered subject to, for Personal Injury claims only, Adviser's Costs not exceeding the amount in dispute.

What is not insured:-

Claims:-

- For a breach of contract
- For stress, psychological or emotional injury unless it arises from You suffering physical injury
- For Adviser's Costs where the amount in dispute relates to credit hire charges or credit repair costs
- For Applications for payment to the Motor Insurers Bureau (or its local equivalent) 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

You are covered for Adviser's Costs to defend motoring prosecutions in respect of an offence, arising from Your use of the Vehicle. Pleas in mitigation are covered where there is a reasonable 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 the discretion of Us.

What is not insured:-

Claims:-

- For damages, interest fines or costs awarded in criminal courts
- Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by You
- Arising from an allegation that You were in control of the Vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise)
- Arising from an allegation that You were using a mobile telephone whilst in control of the Vehicle
- Where You fail to confirm the identity of the driver of the Vehicle at the time of the alleged incident.

Motor Contract

What is insured

You are covered for Adviser's 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 Insured Period and at least £250 inc. local taxes must be in dispute.

What is not insured:-

Claims:-

- For Adviser's Costs where the amount in dispute relates to credit hire charges or credit repair costs.

Vehicle Cloning

What is insured

You are covered for Adviser's 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 the Insured Incident began to occur within the first 30 days of the Insured Period
- 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 Vehicle Cloning.

Legal Helpline

You may contact the 24-hour, 365 days a year legal helpline for legal advice on any motoring matter of concern and to report a claim under the Motor Prosecution, Contract or Vehicle Cloning sections of cover.

You should telephone (0044) (0)344 770 1086 and quote "Rossborough Insurance" to enable the 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:-**
 - Where the **Insured Incident** began to occur or had occurred before **You** purchased this insurance
 - Where the **You** fail to give proper instructions to **Us** or the **Adviser** or respond to a request for information or attendance by the **Adviser** within a reasonable period of time
 - Where a reasonable estimate of **Your Adviser's Costs** is greater than the amount in dispute other than in relation to uninsured loss recovery claims
 - Where **Your** act or omission prejudices **Yours** or the **Underwriters** position in connection with the **Action**
 - Where **Adviser's Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval
 - For **Adviser's Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
 - For the amount of **Adviser's Costs** in excess of **Our Standard Adviser's 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 **Underwriters, 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 **Adviser's Costs** beyond those for which **We** have given **Our** prior written approval
 - For an application for Judicial Review
 - For appeals without the prior written consent of **Us**
 - For the costs of any legal representative other than those of **Our** panel solicitor unless **You** live within the European Union and **Court Proceedings** are issued or a conflict of interest arises
 - For any **Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations 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 or Road Fund Licence or comply with any laws relating to its ownership or use
 - For **Adviser's Costs** incurred in Part 8 Costs Proceedings under the Civil Procedure Rules or it's equivalent in Scotland, Northern Ireland, the Channel Islands and Isle of Man.

2. **Contracts (Rights of Third Parties) Act 1999** (or its relevant local equivalent)

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 (or its relevant local equivalent) 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 reasonably possible within 180 days of the **Insured Incident**.
 - b) **We** shall appoint the **Adviser** to act on **Your** behalf.
 - c) **We** may investigate the claim and take over and conduct the **Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **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 **You** live within the European Union and **Court Proceedings** are 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 **Adviser's Costs** in excess of **Our Standard Adviser's Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment 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 **Adviser's 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 **Adviser's 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 **Adviser's Costs** to **Underwriters** until conclusion of the **Action**.
 - viii. Provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at the **Adviser's** own cost
 - 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 liable for any **Adviser's Costs** if **You** withdraw from the **Action** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.

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 local 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. Reasonable Prospects

At any time **We** on behalf of the **Underwriters** may form the view that **You** do not have a reasonable prospect of success in the action **You** are proposing to take or are taking. If so, **We** may decline support or any further support. In forming this view **We** may take into account:-

- a) Whether **Adviser's Costs** are disproportionate to the value of the damages being claimed in the **Action** or the likely outcome of the **Action**.
- b) The fact that a reasonable person without legal expenses insurance would not wish to pursue the matter.
- c) The prospect of being able to enforce a judgement.
- d) The fact that **Your** interests could be better achieved in another way.
- e) Whether **You** have a reasonable prospect of succeeding in the **Action**.

4. English Law

This contract is governed by English Law unless otherwise agreed.

5. Language

The language for contractual terms and communication will be English.

6. 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:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

Customer Services Information

How To Make A Claim

Uninsured Loss Recovery & Personal Injury

You should call Rossborough Insurance to report a claim under the motor insurance policy. Rossborough 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.

Motor Prosecution Defence, Motor Contract & Vehicle Cloning

You should telephone the Legal Helpline number to obtain advice and request a claim form. Once **You** have contacted the Legal Helpline **You** can complete and submit the claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, the Legal Helpline can send **You** a claim form which must be returned promptly to **Us** with all relevant information. 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.

You are not covered for legal fees unless **You** uses **Our** Panel Solicitors or their agents which **We** will appoint to act for **You** (unless **You** live within the European Union and a conflict of interest arises or **Court Proceedings** are issued).

Data Protection Act / Law

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 1998 or its local equivalent.

Customer Service

Our aim is 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.

Arc Legal's contact details are:

Arc Legal Assistance Ltd
P O Box 8921
Colchester Tel 01206 615 000
CO4 5YD Email: customerservice@arclegal.co.uk

If **Your** complaint is not resolved **You** may be entitled to refer it to The Financial Ombudsman Service. Their details are:

Exchange Tower
183 Marsh Wall
London Tel 08000 234 567
E14 9SR Email: complaint.info@financial-ombudsman.org.uk

Compensation

You may be entitled to compensation from the Financial Services Compensation Scheme if Inter Partner Assistance SA is unable to meet its liabilities. Further information 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.

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.

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