

Motor Legal Protection Policy

0870 350 5814

Lines are open 24 hours, 7 days a week (Calls may be recorded) Authorised and Regulated by the Financial Services Authority



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Policy administered by: Peart Insurance Brokers Ltd, 2nd Floor, 79 Stricklandgate, Kendal, LA9 4LT
Fax: 01539 733 050 | Web: www.peart.co.uk | Email: insurance@peart.co.uk

Registered in England No: 1834515. Registered office as above. Authorised and Regulated by the Financial Services Authority

Motor Legal Expenses Insurance Policy Wording

This insurance is underwritten by Inter Partner Assistance SA and administered on their behalf by Arc Legal Assistance Limited.

Only **Advisers' costs** incurred on the **Insured's** behalf by **Arc's** panel solicitors or their agents are covered under this insurance until **Court Proceedings** are issued or a conflict of interest arises. Where, following the issue of Court Proceedings or a conflict of interest arising, the **Insured** has elected to use an adviser of their own choice the **Insured** will be responsible for any **Advisers' Costs** in excess of **Arc's Standard Advisers' Costs**.

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

This insurance covers:

Advisers' costs incurred in an **Action** up to the **Indemnity limit** 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**.

Cover

The **Insured** is covered for **Advisers' costs** to pursue damages claims arising from a road traffic accident whilst he is in the **Vehicle** against those whose negligence has caused his injury or death or caused him to suffer loss of his insurance policy excess or other out of pocket expenses.

Definitions

Insured

The person responsible for insuring the **Vehicle** declared to **Arc** and the authorised driver and passengers.

Insured period

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

Premium

The **Premium** paid by the **Insured** for this policy.

Territorial limits

The European Union.

Advisers' costs

Reasonable legal fees and disbursements incurred by the **Adviser** with **Arc's** prior written authority. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the **Insured** and paid on the standard basis of assessment.

Standard Advisers' Costs

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

Action

The pursuit of civil proceedings and appeals against judgement following a road traffic accident involving the **Vehicle**.

Court Proceedings

The Service of Court Proceedings

Indemnity limit

The sum of £100,000, which is the maximum payable in respect of an **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.

Vehicle

The vehicle declared to **Arc** including a caravan or trailer whilst attached.

Arc

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

Adviser

Arc's panel solicitor or their agents appointed by **Arc** to act for the **Insured**, or, and subject to **Arc's** agreement, where **Court Proceedings** have been issued or a conflict of interest arises, another legal adviser nominated by the **Insured**.

Underwriters

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Exclusions

1. There is no cover where: -

- a) The **Insured incident** began to occur or had occurred before the **Insured** purchased this insurance.
- b) The **Insured** fails to give proper instructions to **Arc** or the **Adviser** or respond to a request for information or attendance by the **Adviser** within a reasonable period of time.
- c) A reasonable estimate of the **Insured's Advisers' Costs** is greater than the amount in dispute.
- d) The **Insured's** act or omission prejudices his or the **Underwriter's** position in connection with the **Action**.
- e) **Advisers' costs** have not been agreed in advance or exceed those for which **Arc** has given its prior written approval.

2. There is no cover: -

- a) For **Advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- b) For the amount of **Advisers' Costs** in excess of **Arc's Standard Advisers' Costs** where the **Insured** have elected to use an **Adviser** of his own choice.
- c) For damages, interest fines or costs awarded in criminal courts.
- d) Where the **Insured** has alternative legal expenses cover.
- e) For claims made by or against the **Underwriters, Arc** or the **Adviser**.
- f) For any claim where at the time of the **Insured incident** the **Insured** was 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.
- g) For a claim arising from an allegation of a deliberate criminal act or omission of the **Insured**.
- h) For a claim arising from an allegation that the **Insured** was in control of the **Vehicle** whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
- i) Where the **Insured's** motor insurers repudiate the motor insurance policy or refuse indemnity.
- j) For any claim arising from racing, rallies, competitions or trials.
- k) For a claim for breach of contract.
- l) For **Advisers' costs** beyond those for which **Arc** has given its prior written approval.
- m) For an application for Judicial Review.
- n) For appeals without the prior written consent of **Arc**.
- o) 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.
- p) For **Advisers' costs** where the amount in dispute relates to credit hire charges or credit repair costs.
- q) For **Advisers' costs** incurred in claims relating to the amount of **Advisers' costs**.
- r) For any **Action** that **Arc** reasonably believes to be false, fraudulent, exaggerated or where the **Insured** has made mis-representations to the **Adviser**.
- s) Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.
- t) For any claim directly or indirectly arising from stress, psychological or emotional injury.

3. 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.

Conditions

1. Claims

- a) The **Insured** must notify claims as soon as reasonably possible within 180 days of the **Insured incident**.
- b) **Arc** shall appoint the **Adviser** to act on the **Insured's** behalf.
- c) **Arc** may investigate the claim and take over and conduct the **Action** in the **Insured's** name. Subject to the **Insured's** consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **Action**.

d) The Insured must supply at his own expense all of the information which Arc reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required or a conflict of interest arises, and the Insured wishes to nominate an Adviser to act for him he may do so. Where the Insured has elected to use an Adviser of his own choice the Insured will be responsible for any Advisers' costs in excess of Arc's Standard Advisers' Costs. The Adviser must:-

- i. Confirm in writing that he will enable the Insured to comply with his obligations under this insurance.
 - ii. Agree with Arc the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.
- e) The Adviser will: -
- i. Provide a detailed assessment of the Insured's prospects of success including the prospects of enforcing any judgement obtained without charge.
 - ii. Keep Arc fully advised of all developments and provide such information as Arc may require.
 - iii. Keep Arc regularly advised of Adviser's costs incurred.
 - iv. Advise Arc of any offers to settle and payments in to court. If contrary to Arc's advice such offers or payments are not accepted there shall be no further cover for legal costs unless Arc agrees in its absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by Arc.
 - vi. Attempt recovery of costs from any third parties.
 - vii. Agree with Arc not to submit a bill for Adviser's costs to Underwriters until conclusion of the Action.
 - f) In the event of a dispute arising as to costs Arc may require the Insured to change Adviser.
 - g) Underwriters shall only be liable for costs for work expressly authorised by Arc in writing and undertaken while there are reasonable prospects of success.
 - h) The Insured shall supply all information requested by the Adviser and Arc.
 - i) The Insured is liable for any Advisers' costs if he withdraws from the Action without Arc's prior consent. Any costs already paid by Arc will be reimbursed by the Insured.
 - j) Arc may require the Adviser to enter into a Conditional Fee Agreement (as regulated by The Conditional Fee Agreements (Revocation) Regulations 2005) with the Insured.

2. Disputes

Any disputes between the Insured and Arc in relation to Arc's assessment of the Insured's prospects of success in the case or nomination of solicitor shall 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. Reasonable Prospects

At any time Arc on behalf of the Underwriters may form the view that the Insured does not have a reasonable prospect of success in the action he is proposing to take or is taking. If so, Arc may decline support or any further support. In forming this view Arc may take into account: -

- a) Whether Advisers' costs are disproportionate to the value of the damages being claimed in 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 the Insured's interests could be better achieved in another way.
- e) Whether the Insured has 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

The Insured may cancel this insurance at any time by writing to and providing fourteen days written notice to the Insured's insurance adviser. The Insured's insurance adviser or Arc may cancel the insurance by giving fourteen days notice in writing to the Insured at the address shown on the schedule, unless otherwise a change of address has been notified to the Insured's insurance adviser. No refund of premium shall be made.

To Make a Claim

The Insured should call 0870 350 5814 and quote "Peart Insurance, Performance Marque or Central Insurance" to report a claim to the Adviser. Unless a conflict of interest arises the Insured is not covered for legal fees incurred before Court Proceedings are issued unless he uses Arc's panel solicitor or their agents which Arc will appoint to act for him.

Data Protection Act

The details of the Insured, the Insured's insurance cover and claims will be held by Arc and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

Arc's aim is to get it right, first time, every time. If Arc make a mistake, they will try to put it right promptly.

If the Insured is unhappy with the service that has been provided, he should contact Arc at the address below. Arc will always confirm to the Insured, within five working days, that they have received the Insured's complaint. Within four weeks the Insured 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 the Insured 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. After eight weeks, if the Insured is not satisfied with the delay, he may refer the matter to the Financial Ombudsman Service. The Insured can also refer to the Financial Ombudsman Service if he cannot settle his complaint with Arc.

Arc's contact details are:

Arc Legal Assistance Ltd, P O Box 8921, Colchester CO4 5YD
Tel 0870 350 4400
Email enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR
Tel 0845 080 1800
Email complaint.info@financial-ombudsman.org.uk

Compensation

Arc and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the scheme if Arc or Inter Partner Assistance are unable to meet their obligations. The Insured's 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 020 7892 7300.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Their FSA Register number is 305958. Their permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. The Insured can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance. IPA is a member of the Association of British Insurers.

IPA address details are:

Inter Partner Assistance
The Quadrangle, 106-118, Station Road, Redhill, Surrey RH1 1PR

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