

## MOTOR LEGAL PROTECTION POLICY

This separate policy only applies if shown on your policy schedule

This section of your policy is underwritten by Inter Partner Assistance SA, administered on their behalf by Arc Legal Assistance, with services provided on their behalf by Carpenters Solicitors who have provided this insurance.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

### **IPA address details are:**

Inter Partner Assistance  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey RH1 1PR  
Registered No: FC008998

It applies to you, your passengers, all drivers named on your certificate of motor insurance and their passengers whilst using your van.

The amount of cover you have, known as the indemnity limit, is £100,000 per claim. This is the maximum payable in respect of claims you may make under this section following an insured incident.

You, your passengers, or your estate are covered for Uninsured Loss Recovery and Personal Injury claims (see What We Cover) whilst using your van in the UK and any current member state of the European Union.

For claims under all other Sections of Cover (see What We Cover below) you are covered where the insured incident occurs in the UK.

### **WHAT WE COVER**

This insurance covers:

Legal Expenses Insurance Adviser's Costs incurred in an action up to the indemnity limit where:

- a) the insured incident takes place in the period of insurance within the territorial limits; and
- b) the action takes place in the territorial limits.

### **Uninsured Loss Recovery & Personal Injury**

#### **What is insured**

You and any authorised passengers are covered for Legal Expenses Insurance Advisers' Costs to pursue damages claims arising from a Road Traffic Accident for which you are not at fault for:

- a) whilst You or any authorised passengers are in, boarding or alighting Your Van against those whose negligence has caused injury or death, and/or
- b) against those whose negligence has caused You or any authorised passengers 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 court limit, the Legal Expenses Insurance 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 Action in full or in part. If the damages You are claiming are below the small claims track limit Legal Expenses Insurance Advisers' Costs will be covered subject to What We do Not Cover.

**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 suffering physical injury.

**Motor Prosecution Defence**

**What is insured**

Legal Expenses Insurance Advisers' Costs to defend an Action in respect of a motoring offence, arising from Your use of Your Van. 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, non-prescribed drugs and/or an excess of prescribed drugs.
- b) For Legal Expenses Insurance 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 insured**

You are covered for Legal Expenses Insurance Advisers' Costs to pursue or defend an Action relating to a dispute over a contract for the sale or purchase of goods or services relating to Your Van including Your Van, provided Legal Expenses Insurance Advisers' Costs do not exceed the amount claimed.

**What is not insured:-**

**Claims**

- a) 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 Legal Expenses Insurance Advisers' Costs to defend an Action arising from use of Your Van's identity by another person or organisation without Your permission.

## **What is not insured:-**

### **Claims**

- b) Where Your Van's Identity has been copied by somebody living with You.
- c) Where You did not act to take action to prevent Yourself from further instances of vehicle cloning following an Insured Incident.
- d) For any losses (other than Legal Expenses Insurance Advisers' Costs) incurred by You as a result of Your Van's Identity being copied without Your permission.

## **Motor Insurance Database Disputes**

### **What is insured**

You are covered for Legal Expenses Insurance Advisers' Costs for representation of Your legal rights in a dispute with the police and/or other government agency in the event Your Van 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 Van being recorded on that database.

### **Legal Helpline**

Free legal advice on any personal legal matters is available between the hours of 9.00 am and 5.00 pm, Monday to Friday (excluding bank holidays) on 0330 1230979.

## **WHAT WE DO NOT COVER**

### **There is no cover where:**

- a) the Insured Incident occurred before You purchased this insurance.
- b) a reasonable estimate of Your Legal Expenses Insurance Advisers' Costs is greater than the amount in dispute other than in relation to uninsured loss recovery claims.
- c) you fail to give proper instructions to Arc or the Legal Expenses Insurance Adviser, or respond to a request for information or attendance by the Legal Expenses Insurance Adviser within a reasonable period of time.
- d) your act or omission prejudices your or our position in connection with the action.
- e) Legal Expenses Insurance Adviser's costs have not been agreed in advance or exceed those for which Arc has given their prior written approval.
- f) we void the motor insurance policy or refuse indemnity.
- g) any claim reported to us more than 180 days after you or an insured person should reasonably have known about an insured incident.

### **There is no cover for:**

- a) Legal Expenses Insurance Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- b) damages, interest, fines or costs awarded in criminal courts.
- c) claims made by or against us, Arc or the Legal Expenses Insurance Adviser, unless the claimant was a passenger in a vehicle on this policy.
- d) where at the time of the Insured Incident You were disqualified from driving, did not hold a licence to drive or Your Van did not have a valid MOT certificate or Vehicle Tax or comply with any laws relating to its ownership or use.
- e) a claim arising from an allegation that you were in control of the vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
- f) any claim arising from racing, rallies, competitions or trials.
- g) an application for Judicial Review.
- h) appeals without the prior written consent of Arc.

- i) the costs of any legal representative other than those of the Legal Expenses Insurance Adviser, unless a conflict of interest arises, prior to the issue of Court Proceedings.
- j) any Action that we reasonably believe to be false, fraudulent, exaggerated or where you have made misrepresentations to the Legal Expenses Insurance Adviser.
- k) 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.
- l) disputes between the Legal Expenses Insurance Adviser and any other party which is only over the level of Legal Expenses Insurance Advisers' Costs.
- m) Your solicitors own costs where Your claim is being pursued under a Conditional Fee Agreement.

## 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 call 01227 284090.

- b) We shall appoint the Legal Expenses Insurance Adviser to act on your behalf.
- c) We or Arc 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 the information which We reasonably require to decide whether a claim may be accepted.

If Court Proceedings are issued and you wish to nominate an alternative legal adviser to act on your behalf, you may do so. Where You have elected to use a legal representative of Your own choice You will be responsible for any Legal Expenses Insurance Advisers' Costs in excess of the Standard Legal Expenses Insurance Advisers' Costs.

The Legal Expenses Insurance Adviser must represent You in accordance with Our standard conditions of appointment which are available on request.

- e) The Legal Expenses Insurance Adviser will:
  - I. provide a detailed assessment of your prospects of success including the prospects of enforcing any judgment 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 Legal Expenses Insurance 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 legal 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 and abide by any decision from that body.
  - VI. attempt recovery of costs from the Third Parties.
  - VII. agree with Us not to submit a bill for Legal Expenses Insurance Adviser's costs until conclusion of the Action.
- f) In the event of a dispute arising as to costs We may require you to change Legal Expenses Insurance Adviser.
- g) We 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 Legal Expenses Insurance Adviser and Us.
- i) You are liable for any Legal Expenses Insurance Adviser's costs if you withdraw from the action without Our prior consent or take action that Arc reasonably believe to be false, fraudulent, exaggerated or where you

have made mis-representations to the Legal Expenses Insurance Adviser. 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 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 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) **a** Being able to recover the amount of money at stake.
- b) **b** Being able to enforce a judgement.
- c) **c** Being able to achieve an outcome which best serves Your interests.

## 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.

## GENERAL CONDITIONS

### Guidance notes

You must keep to these conditions or your insurance will not be valid. Your insurance only covers people who meet these conditions and all the information you give to us in the proposal form or statement of insurance must be completely true and accurate.

We will not pay any claim which is false or fraudulent.

- A. We will only provide the cover described in this insurance under the following circumstances.
  - 1. Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
  - 2. The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid and/or your insurance not being valid.
  - 3. 'Your van' means any van you have told us about and that we have agreed to cover. The van must be your property and registered in your name. If you change the van covered by this insurance or get an extra van which you need cover for, you must tell us beforehand.

**We will only provide cover if you have paid the premium.**

- B. If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid, and you will lose any premium you have paid.
- C. If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.
- D. You cannot transfer this insurance to anyone else.
- E. Cancelling during the initial period of cover.

You have a right to cancel this insurance. To do this, you must tell us or Geoffrey Insurance Services within 14 days of the start date (or annual renewal date) of your policy or (if later) the day you receive the policy documents and supporting information.

Cancellation will take effect from the date we receive your notice to cancel but cannot be backdated.

If you choose to cancel the insurance policy during this initial period of cover, provided you have not made any claims in the current period of insurance, and you are not going to make a claim, you will have to pay 'pro-rata' rates for the period of time you have had insurance cover. Further administration charges may be applied by Geoffrey Insurance Services sufficient to cover their costs. If you have made a claim or intend to do so no refund will be allowed.

- F. We may cancel this policy by sending 7 days' notice to your last known address where there is an exceptional or valid reason for doing so.

We may make a deduction for any administration costs we have incurred. If we cancel this insurance because you have not paid the full premium, no refund will be given. We will not give a refund if anyone has claimed in the current insurance period.

Exceptional or valid reasons may include but are not limited to:

- You do not pay the premium or an instalment when you have been notified that an outstanding amount is required by a specific date.
- you or anyone else covered by this insurance has not met the terms and conditions in this document including those shown on your schedule.
- a change in your circumstances means that we can no longer provide cover.
- where we identify misrepresentation or fraud or any attempt to gain an advantage under this insurance to which you are not entitled.
- use of threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.
- where the circumstances of a new claim, or an incident we have become aware of mean that we no longer wish to provide cover.
- If as a result of a claim under this insurance you have not cooperated with our reasonable request for any documents and/or information, we may no longer wish to provide cover.

You can cancel this insurance after the initial period of cover set out in E above. Cancellation will take effect from the date we receive your notice to cancel, or a date in the future that you have specified, but cannot be backdated.

If you have not made any claims in the current period of insurance, and you are not going to make a claim, you will have to pay "pro-rata" rates for the time you have been covered plus any administration costs we have incurred.

- G. If you pay your premium by instalments and have paid a deposit premium, if we then do not receive an instalment when it is due, we will send you seven days' notice of cancellation. You must pay the full amount you owe before the seven days are up. If you do not pay the full amount, we will cancel the insurance immediately.

- H. You must tell us as soon as possible about any changes which could affect your insurance and which have happened since the cover first started or since you last renewed it, such as a change of address. If you do not tell us about these changes, your insurance may not cover you fully or at all. If you are not sure whether any facts are important, please ask Geoffrey Insurance Services.

Without affecting the condition relating to cancellation we shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance to adequately reflect the alteration in the risk. Geoffrey Insurance Services may apply further administration charges sufficient to cover costs.

- I. This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.
- J. Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country.

### **Fraud**

We believe our policyholders are honest - the contract between us is based on mutual trust. However, fraudulent insurance claims are occasionally made. Where fraud (which can include exaggeration) is detected, claims will not be paid and we may refer the matter to the Police for criminal prosecution.

The policy may be rendered invalid and we may take other action consistent with our legal rights.

## **OUR SERVICE COMMITMENT**

### **WHAT TO DO IF YOU HAVE A COMPLAINT**

If You are unhappy with the service that has been provided, You should contact Us at the address below. Our contact details are:

Arc Legal Assistance Ltd

P O Box 8921

Colchester CO4 5YD

Tel 01206 615000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

Our service providers will make every effort to resolve your complaint by the end of the third working day after receipt. If they cannot resolve your complaint within this timeframe they will acknowledge your complaint in writing within five working days of receipt and do their best to resolve the problem within four weeks by sending you a final response letter. If they are unable to do so, they will write to advise you of progress and will endeavour to resolve your complaint in full within the following four weeks. If they are still unable to provide you with a final response at this stage, they will write to you explaining why and advise when you can expect a final response. At this point you may refer your complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

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

## **What you should know**

You may go directly to the Financial Ombudsman Service when you first make your complaint, but the Ombudsman will only review your complaint at this stage with our consent. However, we are still required to follow the procedure stated above.

If you have received a final response but are dissatisfied, you have the right of referral to the Financial Ombudsman Service within six months of the date of your final response letter. You may only refer to the Ombudsman beyond this time limit if we have provided our consent.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

## **Customer Feedback**

If you have any suggestions or comments about our cover or the service we have provided please write to our UK service providers:

Zenith Marque Insurance Services limited  
Prospect House  
Thanet Way  
Whitstable CT5 3FD

We always welcome feedback to enable us to improve our products and services.

## **Telephone Recording**

For our joint protection telephone calls may be recorded and monitored by us.

## **Financial Services Compensation Scheme**

Should we be unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at

[www.fscs.org.uk](http://www.fscs.org.uk)

## **Data Protection and Sharing Information with Other Organisations**

### **Data Protection**

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation we are required to tell you the following information. It explains how we may use your details and tells you about the systems we have in place that allow us to detect and prevent fraudulent applications and claims. The savings that we make help us to keep premiums and products competitive.

### **Insurance Administration**

Information you supply may be used for the purposes of insurance administration by the insurer and its agent, by reinsurers and the policy administrators. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgement, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

## **Information on Products and Services**

We may use the details you have provided to send you information about our other products and services or to carry out research. We may contact you by letter, telephone or e-mail. Please be reassured that we won't make your personal details available to any companies outside the Markerstudy Group of Companies to use for their own marketing purposes.

If you would prefer not to receive information from us or those companies who participate in research on our behalf, simply write to the Data Protection Officer:

Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex. RH16 1LR

## **Motor Insurance Database**

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVLNI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- a) Electronic Licensing.
- b) Continuous Insurance Enforcement.
- c) Law enforcement (prevention, detection, apprehension and/or prosecution of offenders).
- d) The provision of government services and/or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at [www.askmid.com](http://www.askmid.com).

## **Fraud Prevention, Detection and Claims History**

In order to prevent and detect fraud we may at any time share information about you with other organisations and public bodies including the Police. We may check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- a) Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household.
- b) Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies.
- c) Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

In addition we may undertake credit searches and conduct additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

## **Claims History**

Insurers pass information to the Claims and Underwriting Exchange Register, run by the Motor Insurers' Bureau (MIB) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. Under the conditions of your

policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

### **Other Insurers**

We may pass information about you and this policy to other insurance companies with which we either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the UK but within the European Economic Area ("EEA"). We may also share data with other group companies who may be located outside of the EEA.

### **Credit Searches and Accounting**

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search. We may also pass to credit reference agencies information we hold about you and your payment record with us. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud. We may ask credit reference agencies to provide a credit scoring computation.

Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by us, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

### **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims which arise, we will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions.

We will not use this data except for the specific purpose for which you provide it and to provide the services described in your policy booklet.

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you'd like to find out more about this notice you can write to the Data Protection Officer:

Zenith Insurance Management UK Limited, Chester House, Harlands Road, Haywards Heath, West Sussex. RH16 1LR.