

Motor Legal Expenses Policy Wording

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Ageas Insurance Limited, on whose behalf **We** act.

The insurance covers **Advisers' Costs** and other costs and expenses as detailed under the separate sections of cover, up to the **Limit of Indemnity** which is £100,000 where:

- a) The **Insured Incident** takes place within the **Insured Period** and within the **Territorial Limits**, and
- b) The legal **Action** takes place in the **Territorial Limits**
- c) Where there is reasonable prospects of success (see page 4 for more information)

Once **Your** claim has been accepted, **We** will appoint one of **Our** panel solicitors, or their agents, to handle **Your** case. Should **You** wish to appoint **Your** own **Adviser**, **You** can only do so once court proceedings are issued or a **Conflict of Interest** arises and **You** must obtain approval from **Us** before proceeding. If **You** do not obtain **Our** approval **Your** claim will be rejected. Where **We** agree to **Your** own choice of **Adviser** **You** will be liable to pay any **Advisers' Costs** over and above **Our Standard Advisers' Costs**.

Please note that at any time **We** may form the view that **You** do not have more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Further details about this are set out in this policy wording.

Your Demands & Needs

This product meets the demands and needs of those who wish to ensure that the legal costs incurred in pursuing a claim for uninsured losses following a non-fault accident are insured.

To Make a Claim

You should telephone the Legal Helpline number on 0344 701 1119 quoting "Ingenie Motor Legal Protection".

Words with special meanings

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**.

Adviser

Ageas Law LLP or one of **Our** other specialist panel of solicitors or their agents appointed by **Us** to act for **You**, or, where agreed by **Us**, another legal representative nominated by **You**.

Advisers' Costs

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

This policy will run concurrently with **Your Motor Insurance**

Policy for a maximum of 12 months. If **You** arranged this policy after the start date of **Your Motor Insurance Policy** cover will be provided from the date **You** bought it and will end on expiry of **Your Motor Insurance Policy**.

Limit of Indemnity

The maximum amount payable in respect of an **Insured Incident**.

Motor Insurance Policy

The policy which **You** have taken out through Ingenie to cover **Your** insured **Vehicle**.

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 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
All other sections of cover: Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Underwriters

Ageas Insurance Limited.

Vehicle

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

We/Us/Our

Arc Legal Assistance Ltd.

You/Your

The person responsible for insuring the **Vehicle** declared to **Us**. This is extended to include the authorised driver and passengers for Uninsured Loss Recovery and Personal Injury.

Cover

Personal Injury

What is Insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death.

What is not Insured:- Claims

- Relating to an agreement **You** have entered into with another person or organisation.
- For stress, psychological or emotional injury unless it arises from **You** suffering physical injury.

Uninsured Loss Recovery

What is Insured

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** 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 the conditions applicable to this insurance.

What is not Insured:- Claims

- Relating to an agreement **You** have entered into with another person or organisation.
- For **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.

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 reasonable prospect of such a plea materially affecting the likely outcome of the **Action** and when it is in the public interest to do so. Support for such pleas is solely at **Our** discretion.

What is not Insured:- Claims:

- For alleged road traffic offences where **You** are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs or prescription medication where **You** have been advised by a medical professional not to drive.

- 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
- For parking offences which **You** do not get penalty points on **Your** licence for

Motor Contract Disputes

What is Insured

You are covered for **Advisers' 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. At least £250 inc. VAT must be in dispute.

What is not Insured:- Claims:

- Where the contract was entered into before **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began

Motor Insurance Database Disputes

What is Insured

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

The Arc Legal Document Service

As an addition to **Your** legal expenses cover **You** have access to Law Assistance, an online legal document service.

This will provide **You** with:

- Access to a range of legal documents
- A step by step walkthrough to assist **You** in completing the documents
- Access to a variety of additional family law documents which **You** can try for free before purchasing

The service can be accessed by visiting www.arclegal.co.uk/legaldocuments where **You** can register **Your** details using the voucher code: **10082**

Total Legal - Additional Legal Services

In this policy **Our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time may face, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Sales of motor vehicle and challenging parking penalties
- Divorce and child custody issues
- Wills and probate

To help **You** deal with these and other matters which may arise **We** are able to give **You** access to discounted legal services provided by **Us** in partnership with **Our** panel Solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **You** would like to make use of the service please telephone 0344 701 1119 for an initial telephone consultation which will

be provided at no cost to **You**. **Our** panel solicitors will give **You** a quotation for the likely cost of their representation and it will then be **Your** decision whether **You** appoint them to act for **You**.

European Legal & UK Tax Helpline

Use the 24 hour advisory service for telephone advice on any private legal or tax problem of concern to **You**.

Simply telephone 0344 701 1119 and quote "Ingenie Motor Legal Protection".

General Exclusions

There is no cover:

- Where the **Insured Incident** began to occur or had occurred before **You** first purchased this insurance
- 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**
- Where an estimate of **Your Advisers' Costs** is greater than the amount in dispute other than in relation to uninsured loss recovery claims
- Where **Your** act or omission prejudices **Your's**, or the **Underwriter's** position in connection with the **Action**
- Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval
- For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- For the amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have elected to use an **Adviser** of **Your** own choice
- For claims over loss or damage where that loss or damage is covered under another insurance policy
- 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 **Advisers' Costs** beyond those for which **We** have given **Our** prior written approval
- For an application for Judicial Review
- For appeals without **Our** prior written consent
- 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
- For any **Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made mis-representations 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 disputes over the level of **Advisers' Costs** claimed from another party
- 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
- Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by **You**
- For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**

- Where the **Insured incident** occurs outside the **Insured period**.
- For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence

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 **Action** in **Your** name. Subject to **Your** consent which must 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 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:-
 - i) Represent **You** in accordance with **Our** standard conditions of appointment available on request.
 - ii) Confirm in writing that he/she will enable **You** to comply with **Your** obligations under this insurance
 - iii) Agree with **Us** the rate at which his/her costs will be calculated. If **We** cannot reach an agreement with the **Adviser** over the terms of their appointment the Law Society will be asked to nominate another legal representative and this nomination shall be binding
- 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 **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 as defined under condition 3.
- 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 **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) 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.

3) Prospects of Success

At any time **We** may 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. In forming this view **We** may consider:-

- The amount of money at stake.
- Whether a person without legal expenses insurance would wish to pursue or defend the matter.
- The prospects of being able to enforce a judgment, whether **Your** interests could be better achieved in another way.

4) English Law

This policy will be governed by English law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **You** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.)

5) Language

The language for contractual terms and communication will be English.

6) Cancellation

Cancellation within 14 days of starting this policy

You may cancel **Your** policy within 14 days from either the start date of the policy or the date **You** receive the policy documents (whichever date is later). Providing a claim has not been made, a full refund of **Your** premium will be provided. **You** can cancel by contacting Ingenie.

Cancellation after the 14 days

You can cancel the policy at any time by contacting Ingenie. There is no refund of premium provided.

If **You** do not exercise **Your** right to cancel the policy, it will continue in force for the term of the policy and **You** will need to pay the premium. **We** and Ingenie can cancel this policy at any time as long as **We/Ingenie** tell **You** at least 7 days before.

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.

In the event of cancellation of **Your Motor Insurance Policy** all cover under this insurance shall cease.

7) Contracts (Rights of Third Parties) Act 1999

This policy is a contract between **You** and **Us**. It is not **Our** intention that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this Policy or the right to enforce any part of it.

8) 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.

9) Fraud

In the event of fraud, **We**:

- Will not be liable to pay the fraudulent claim
- May recover any sums paid to **You** in respect of the fraudulent claim
- May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- Will no longer be liable to **You** in any regard after the fraudulent act.

Customer Services Information

How to Make a Claim

You should telephone the Legal Helpline number on 0344 701 1119 quoting "**Ingenie Motor Legal Expense**" to obtain advice and request a claim form. 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 and discuss any assistance **You** require including in relation to a hire car or **Vehicle** repairs.

Unless a **Conflict of Interest** arises **You** 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**.

Important words and phrases

Personal information – any information that we hold about **You** and any information **You** provide to the Insurer about anyone else.

Sensitive personal data – some **personal information we** will ask **You** to provide is known as **sensitive personal data**. This will include information relating to health issues, race, religion and any criminal convictions.

Protecting your personal details

Your security is important to **us**. Find out below how **we** use **your** personal details and what **we** do to keep **your** information safe. For the following information only, where '**we**', '**us**' and '**our**' is used this refers to Ageas Retail Limited, the underwriter and the Product Provider.

Ageas Retail Limited and Ageas Services Limited are part of the Ageas group of companies. If **you** want to know more about the Ageas group of companies please see www.ageas.co.uk

We will not share any of the personal information **we** hold about **you** with other companies if **you** have told **us you** do not want them to do this, unless the information is needed to help prevent fraud or **We** are required do to so by law.

Data Protection Act

Please read this notice carefully as it contains important information about how **we** use **your personal information**. It explains how **we** use all the information held about **you** and the other people insured under **your** policy.

Please note that if **you** give **us** false or inaccurate information, this could give **us** the right to void **your** insurance policy or it could impact **your** ability to claim.

We will use **personal information** (including **sensitive personal data**) **we** hold about **you**:

- to provide **you** with quotes, arrange and manage **your** insurance policy and provide **you** with the services described in **your** policy documents;
- for management information purposes;
- to arrange and manage **your** insurance policy (including handling underwriting and claims and issuing renewal documentation to **you** and **your** insurance adviser)
- to prevent and detect crime (including fraud and anti-money laundering).

As part of this **we** may transfer, store or process electronic copies of **your** information outside the European Economic area. If **we** do this **we** will ensure that it is protected as securely as it would be under European Union law.

We may share **your personal information**:

- With other companies within the same group as **us** in order to provide **you** with the most appropriate products and services.
- With other insurers and business partners or agents providing services on behalf of **us** where this is reasonably required to help deal with **your** claim.
- With statutory bodies, regulatory authorities and other authorised bodies.
- If required or permitted to do so by law (e.g. if **we** receive a request from the police)
- to develop products, services, systems and relationships with **you** to record **your** preferences in respect of products and services.

Preventing and detecting crime

We may use **your personal information** to prevent and detect crime.; In order to do this, **we** may:

- check **your personal information** against databases held by **us**;
- share **your personal information** with fraud prevention agencies. **Your personal information** will be checked with and recorded by a fraud prevention agency. If false or inaccurate information is provided and fraud is identified, details will be passed to the fraud prevention agencies. This information will be accessed and used by **us**, law enforcement agencies and other organisations to prevent fraud and money laundering, for example when: checking details on applications for credit and credit related or other facilities; managing credit and credit related accounts or facilities; recovering debt; checking details on proposals and claims for all types of insurance; and checking details of job applicants and employees. Other organisations may search the databases held by these fraud prevention agencies when **you** make an application to them for financial products. If such companies suspect fraud, **we** will share **your personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **We** and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies;
- share **your personal information** with operators of registers available to the insurance industry to check information **you** provide. These include the Claims and Underwriting Exchange Register (administered by Insurance Database Service Limited). **We** may pass information relating to **your** insurance policy and any incident to the operators of these registers, their agents and suppliers;
- research, collect and use data about **you** from publicly available sources, including social media and networking sites.

Dealing with others on your behalf

If **you** have given **us** express consent to deal with another person on **your** behalf to help **you** manage **your** insurance policy, subject to answering security questions correctly, **we** will deal with that other person if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. **We** will continue to discuss **your** policy or claim with **your** nominated person until **you** ask us not to.

Monitoring and recording:

We may record or monitor calls for training purposes, to improve the quality of its service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

You can:

- 1) ask for further information about how **we** use **your personal information**;
- 2) request details of the relevant fraud prevention agencies and/or an explanation of how the information held by such agencies may be used;
- 3) submit a complaint; and/or
- 4) request a copy of **your personal information** held by **us** by writing to the Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Please include **your** name, address and insurance policy number. **We** may charge a fee of £10 for this.

If **we** change the way that **we** use **your personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible by writing to the address above.

You have the right to complain to the Information Commissioner's Office at any time if **you** object to the way **we** use **your personal information**. For more information please go to www.ico.org.uk

How to Make a Complaint

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** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
P O Box 8921

Colchester
CO4 5YD
Tel 01206 615 000

Email customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London

E14 9SR
Tel 0300 123 9 123

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

Referral to the Financial Ombudsman Service is free of charge, but **You** must do so within 6 months of the date of the final resolution letter.

If **You** do not refer **Your** complaint within the six months, the Ombudsman will not have **Our** permission to consider **Your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Compensation

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

We are authorised and regulated by the Financial Conduct Authority. **Our** Firm Reference Number is 305958. **You** can check this on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Financial Services Register no 202039. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768

Ageas Insurance Limited
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Templars Way
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Hampshire
SO53 3YA

IPT

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums, and is included in the premium **You** pay.