

Motor Legal Expenses

Policy Wording

Legal Helpline Services

You can use the helpline service to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man.

Simply telephone 0333 999 3556 and quote "Brightside Motor Legal Expenses".

Policy Wording Terms of Cover

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

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Advisers Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

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

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

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.

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 not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

What is not insured:

Claims:

- a) Relating to an agreement **You** have entered into with another person or organisation arising from an accident;
- b) 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.

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 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 or being in charge of a **Vehicle** whilst under the influence of alcohol or non prescribed drugs;
- b) For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy;
- c) For parking offences for which **You** do not get penalty points on **Your** licence;
- d) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence.

Motor Contract

What is insured

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

What is not 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.

General exclusions

1) There is no cover:

- a) Where the **Insured Incident** occurred before **You** purchased this insurance;
- b) Where **You** fail to give proper instructions to **Us** or the **Adviser** or fail to respond to a request for information or attendance by the **Adviser**;
- c) Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval;
- d) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party;
- e) For claims made by or against the **Insurer**, **Us** or the **Adviser**;
- f) Where a reasonable estimate of **Your Advisers' Costs** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery claims;
- g) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity;
- h) For any claim arising from racing, rallies, competitions or trials;
- i) For an application for Judicial Review;
- j) For appeals without **Our** prior written consent;
- k) For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**;
- l) Where at the time of the **Insured Incident** **You**:
 - (i) were disqualified from driving;
 - (ii) did not hold a licence to drive;
 - (iii) did not have a valid MOT certificate for the **Vehicle**;
 - (iv) did not procure valid **Vehicle** tax;
 - (v) failed to comply with any laws relating to the **Vehicle's** ownership or use;
- m) For disputes between the **Adviser** and any other party which is only over the level of **Advisers' Costs**;
- n) For **Your** solicitors own costs 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 **You** must follow the instructions under "How to make a claim" below.
- b) **We** shall appoint the **Adviser** to act on **Your** behalf.
- c) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which must not be unreasonably withheld, **We** may reach a settlement of the **Legal Action**.
- d) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- e) The **Adviser** must:
 - (i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge.
 - (ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - (iii) Keep **Us** regularly advised of **Advisers' Costs** incurred.
 - (iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - (v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - (vi) Attempt recovery of costs from third parties.
 - (vii) Agree with **Us** not to submit a bill for **Advisers' Costs** to the **Insurer** until conclusion of the **Legal Action**.
- f) In the event of a dispute arising as to costs **We** may require **You** to change **Adviser**.
- g) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- h) **You** shall supply all information requested by the **Adviser** and **Us**.
- i) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** must be reimbursed by **You**.
- j) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2) Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support.

Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake;
- b) Being able to enforce a judgement;
- c) Being able to achieve an outcome which best serves **Your** interests.

3) 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.

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.

5) Cancellation

If **You** decide that for any reason, this policy does not meet your insurance needs **You** have the right to cancel it at any time by contacting Brightside customer services team on 0333 130 0420 or by writing to: Brightside, Brightside Park, Aust, BS35 4BL.

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later (the 'cooling off period'), **You** will be entitled to a full refund of the premium as long as **You** have not made a claim and do not intend to make a claim on the policy.

If the policy is cancelled after the 14 day cooling off period then no refund of premium will be payable.

We may cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made. **We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

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

6) English Law

This contract is governed by English Law unless otherwise agreed.

7) Language

The language for contractual terms and communication will be English.

Customer Services Information

How To Make A Claim

Uninsured Loss Recovery & Personal Injury sections

You should call Brightside on 0333 130 0489 to report a claim under the motor insurance policy. Brightside 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 **Vehicle** or **Vehicle** repairs.

All other sections

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the **Legal Helpline**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**.

Data Protection Act

Your details and details of **Your** insurance cover and claims will be held by **Us** and/or the **Insurer** for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

Customer Service

We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** are not happy with **Our** final response 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 615000 Email: customerservice@arclegal.co.uk.

The Financial Ombudsman Service contact details are:
Financial Ombudsman Service, Exchange Tower, London E14 9SR
Tel 08000 234 567 Email: complaint.info@financial-ombudsman.org.uk.

Compensation

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

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.

Definitions

Where the following words appear in bold they have these special meanings.

Adviser

Our specialist panel solicitors or their agents appointed by **Us** to act for **You**, or, where agreed by **Us**, another legal representative nominated by **You**.

Advisers' Costs

Reasonable legal costs incurred by the **Adviser**. Third party's costs shall be covered if awarded against **You**.

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

The period of insurance shown in the insurance schedule to which this cover attaches.

Insurer

AmTrust Europe Limited.

Legal 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**.

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

Maximum Amount Payable

The maximum amount payable in respect of an **Insured Incident** is £100,000.

Road Traffic Accident

A traffic accident in the **Territorial Limits** involving the **Vehicle** occurring during the **Insured Period** for which **You** are not at fault and for which another known insured party is at fault.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred by the **Insurer** 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.

Vehicle

The motor vehicle declared in the insurance schedule to which this cover attaches. This is extended to include a caravan or trailer whilst attached to the vehicle.

We/Us/Our

Arc Legal Assistance Ltd.

You/Your/Yourself

The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver for the Uninsured Loss Recovery and Personal Injury section of cover.