

## 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 Van Insurance, PO Box 80359, LONDON, N17 1JD.

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](http://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](mailto: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](mailto: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](http://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](http://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.