

# PRESTIGE MOTOR LEGAL EXPENSES



**PRESTIGE**  
UNDERWRITING SERVICES LTD



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## Motor Legal Expenses provides:

24/7 Legal Advice

Insurance for legal costs for certain types of disputes

## Helpline Services

### **Legal Helpline:**

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

Simply telephone 0333 999 7527 and quote "Prestige Motor Legal Expenses".

## POLICY WORDING

### **Terms of Cover**

This insurance is arranged by Prestige Underwriting Services Limited and 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 Underwriters in connection with the Legal Action.

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## DEFINITIONS

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

<b>Adviser</b>	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
<b>Advisers' Costs</b>	Reasonable legal costs incurred by the Adviser. Third party's costs shall be covered if awarded against You.
<b>Conditional Fee Agreement</b>	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.
<b>Conflict of Interest</b>	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.
<b>Data Protection Legislation</b>	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event.
<b>Insured Incident</b>	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.
<b>Insured Period</b>	The period of insurance shown in the insurance schedule to which this cover attaches.
<b>Legal Action</b>	The pursuit of civil proceedings and appeals against judgement following a Road Traffic Accident and the defence of criminal motoring prosecutions in relation to the Vehicle
<b>Maximum Amount Payable</b>	The maximum amount payable in respect of an Insured Incident is £100,000
<b>Road Traffic Accident</b>	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
<b>Standard Advisers' Costs</b>	The level of Advisers' Costs that would normally be incurred by Underwriters in using a nominated Adviser of Our choice.
<b>Territorial Limits</b>	Uninsured Loss Recovery & Personal Injury: The European Union All other sections of cover: United Kingdom and Republic of Ireland
<b>Underwriters</b>	AmTrust Europe Limited.
<b>Vehicle</b>	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.
<b>We/Us/Our</b>	Arc Legal Assistance Ltd.
<b>You/Your/Yourself</b>	The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver or passengers for the Uninsured Loss Recovery and Personal Injury section of cover.

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# COVER

## Uninsured Loss Recovery & 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, and/or
  - 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 and Wales and the damages You are claiming are above the small claims 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 limit Advisers' Costs will be covered subject to General Exclusion 1 (f).

- 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
  - For Applications for payment to the Motor Insurers Bureau or the Department of the Environment under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau or the Department of the Environment.

## 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
- 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 or non-prescribed drugs
  - 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 for which You do not get penalty points on Your licence
  - For motoring prosecutions where Your motor insurers have agreed to provide Your legal defence

# GENERAL EXCLUSIONS

## 1. There is no cover:

- Where the Insured Incident occurred before You 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 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 claims made by or against the Underwriters, Us or the Adviser
- Where a reasonable estimate of Your Advisers' Costs is greater than the amount in dispute other than in relation to uninsured loss recovery claims
- Where Your motor insurers repudiate the motor insurance policy or refuse indemnity
- For any claim arising from racing, rallies, competitions or trials
- For an application for Judicial Review
- For appeals without Our prior written consent
- For any Legal Action that We reasonably believe to be false, fraudulent, exaggerated or where You have made misrepresentations 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 was not taxed or did not have a valid MOT certificate or comply with any laws relating to its ownership or use
- For disputes between the Adviser and any other party which is only over the level of Advisers' Costs.
- For Your solicitor's 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 Underwriters 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. Underwriters 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

You may cancel this insurance at any time by writing to Your insurance advisor providing 14 days written notice. If You exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided You have not already made a claim against the insurance.

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. Law

This contract is governed by the law of Northern Ireland unless otherwise agreed.

### 7. Language

The language for contractual terms and communication will be English.

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## CUSTOMER SERVICES INFORMATION

### HOW TO MAKE A CLAIM

#### For Uninsured Loss Recovery & Personal Injury

You should contact Customer Claims Assist Limited on 08000 327 327 to report a claim under the motor insurance policy. Customer Claims Assist 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 car or Vehicle repairs.

#### For all other sections of cover

You should telephone the Legal Helpline number to obtain advice and request a claim form. Alternatively, You can submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). 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.

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.

For our joint protection telephone calls may be recorded and/or monitored.

## PRIVACY AND DATA PROTECTION NOTICE

### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which We process Your personal data, for more information please visit [www.arclegalassistance.co.uk](http://www.arclegalassistance.co.uk)

### 2. How We Use Your Personal Data and Who We Share it With

We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by Us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in Our notice.

### 4. Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5. Your Rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

### 6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You have any questions concerning Our use of Your personal data, please contact The Data Protection Officer, please see website for full address details.

## 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.

**Our contact details are:**

Arc Legal Assistance Ltd PO  
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**

Prestige Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority. Prestige's Firm Reference Number is 307105. 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.

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).

**Arc's address details are:**

Arc Legal Assistance Ltd  
P O Box 8921  
Colchester CO4 5YD

Tel 01206 616003

# Prestige Motor Legal Protection

## Insurance Product Information Document

Company: Prestige Underwriting Services Limited

Product: Motor Legal Protection

Prestige Underwriting Services Limited is authorised and regulated by the FCA, Reg No: 307105

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

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.

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of insurance?

Motor Legal Protection provides insurance to cover up to £100,000 for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



#### What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Personal Injury:** To pursue damages claims arising from a road traffic accident against those whose negligence has caused your injury or death.
- ✓ **Uninsured Loss Recovery:** 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.
- ✓ **Motor Prosecution Defence:** To defend a legal action in respect of a motoring offence, arising from your use of the vehicle.



#### What is not insured?

The policy does not provide cover for:

- ✗ **Pre-inception incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of success:** We won't cover any legal action if there are not prospects of success. This is where the likelihood of winning is less than 50%.
- ✗ **Minimum amount in dispute:** We won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you other than in relation to Uninsured Loss Recovery claims.
- ✗ **Conflicts:** We will not cover any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



#### Are there any restrictions on cover?

- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



### Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in:
- ✓ **Uninsured Loss Recovery and Personal Injury:** The European Union
- ✓ **All other sections of cover:** United Kingdom and Republic of Ireland



### What are my obligations?

- You must notify claims as soon as reasonably possible once you become aware of the insured incident and within no more than 180 days of you becoming aware of the insured incident.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



### When and how do I pay?

Please speak to your Broker about your payment options



### When does the cover start and end?

Your cover will start and end on the dates stated in your policy documents. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date.



### How do I cancel the policy?

You may cancel this insurance at any time by contacting your Broker providing 14 days written notice. If you exercise this right within 14 days of taking out this insurance, you will receive a refund of premium provided you have not already made a claim against the insurance.

More information about your cancellation rights, applicable administration charges and the reasons we can cancel the policy are included with your policy documents.