Legal Protection

Policy Wording

FJ/PW/LP/26/04/2016/V4000

Footman James

Part of the Towergate Group

Legal Protection Policy Wording

This **Policy** is arranged by Footman James. Footman James is a trading name of Towergate Underwriting Group Limited, which is authorised and regulated by the Financial Conduct Authority. Towergate Underwriting Group Limited's FCA regulated number is 313250. **You** can check this by viewing the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

This is **Your** Legal Protection **Policy** Document. Read this booklet, the schedule and certificate of motor insurance carefully and keep them in a safe place. If **You** have any questions about any of **Your** additional cover insurance documents, contact **Your** insurance broker Footman James.

Name of Insurance undertaking

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.

Administered by Albany Assistance Ltd which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

Managed on behalf of Inter Partner Assistance S.A. by Arc Legal Assistance Ltd, authorised and regulated by the Financial Conduct Authority.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664.

IPA address details are: Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Registered No: FC008998.

Important information

This document sets out the terms and conditions of **Your** cover and it is important that **You** read it carefully. The cover **You** hold will be set out in the accompanying **Policy** schedule. If changes are made, these will be confirmed to **You** separately in writing. Each section of cover explains what is and is not covered. There are also general exclusions (things that are not included) that apply to all sections of the cover, and there are general conditions that **You** must follow so **You** are entitled to the cover.

Your right to cancel

If this insurance does not meet **Your** needs, **You** can cancel it within 14 days of receiving **Your** documents or within 14 days of the start date of **Your Policy**, whichever is later. If **You** have not made a **Claim** for a total loss under the motor Insurance **Policy**, and **You** confirm that **You** do not know about any incident which may give rise to a **Claim**, **You** will receive a full return of the **Premium** paid for this Additional Product. This Additional Product can only be cancelled after 14 days if **You** are also cancelling **Your Motor Insurance Policy**. The refund due will be calculated in accordance with the cancellation terms set out in the general conditions of the **Motor Insurance Policy**. Unless **We** have agreed otherwise with **You**, English law will govern this insurance.

Complaints

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.

If **You** wish to make a complaint about the service **You** have received under this insurance please contact the Quality & Support Department first by calling 0800 953 7122 or write to the Quality & Support Department, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If **You** wish to make a complaint about a claims decision under this insurance, please contact Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE. 01206 615000. Email customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square, London E14 9SR
Tel: 0800 023 4567 (landlines) or 0300 123 9123 (mobiles)

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

Web: www.financial-ombudsman.org.uk

These actions do not affect **Your** rights to take legal action if necessary..

Financial Services Compensation Scheme

We and Footman James are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** (or they) cannot meet **Our** (or their) liabilities under this insurance. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0207 741 4100 or 0800 678 1100.

Email: enquiries@fscs.org.uk

Data Protection Notice

Data Transfer Consent

By purchasing this insurance **Policy You** have consented to the use of **Your** data as described below.

Data Protection Policy

Albany Assistance, Arc Legal Assistance and Inter Partner Assistance SA are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance **Policy** will be regarded as having read and accepted the provisions below.

Sensitive Information

Some of the personal information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy** documents.

How Your information is used and protected and who it may be shared with

We will use **Your** information to manage **Your** insurance **Policy**, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

Your information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. Arc Legal Assistance and Inter Partner Assistance SA may use and share **Your** information with other members of the Arc Legal Assistance and Inter Partner Assistance SA groups companies and Albany Assistance may use and share **Your** information with other members of the Albany Assistance group companies. **We** will provide an adequate level of protection to **Your** data.

Neither Albany Assistance, Arc Legal Assistance nor Inter Partner Assistance SA discloses **Your** information to anyone outside their respective groups except:

- Where **You** have given **Your** permission
- Where either of **Us** is required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **Us** or **You**
- Where Arc Legal Assistance and Inter Partner Assistance SA may transfer rights and obligations under this agreement.

Albany Assistance, Arc Legal Assistance and Inter Partner Assistance SA may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom it is passed provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Your Rights

Under the Data Protection Act 1998, **You** have the right to see a copy of the personal information Albany Assistance, Arc Legal Assistance and Inter Partner Assistance SA holds about **You**, if **You** believe that any of the information any of **Us** are holding is incorrect or incomplete, please let the relevant one of **Us** know as soon as possible. Before **You** are provided with a copy of the information **You** may be asked for a small fee.

Marketing

Neither Albany Assistance, Arc Legal Assistance nor Inter Partner Assistance SA will use **Your** data for marketing purposes. All information provided is used to manage **Your** insurance **Policy** only.

Call recording

Albany Assistance Ltd administer this insurance, or Arc Legal Assistance who manage this insurance on behalf of Inter Partner Assistance S.A. may monitor and record calls and may share **Your** information with its associated and subsidiary companies (or the holding company of any of them).

Text Relay Service:

Should **You** wish to talk to **Us** using a text phone, please call **Us** using the Text Relay service on 18001 followed by 0344 571 2717.

Legal Protection

(**Your** Schedule will confirm if this section is in force)

Legal Protection provides:

- Insurance for legal **Costs** for disputes arising from:
  - **Uninsured Loss** Recovery and Personal Injury
  - Motor Prosecution Defence
  - Motor Contract Disputes
- 24 Hour Legal Helpline Service
- 24 Hour Lifestyle Counselling Helpline
- 24 Hour Health and Medical Information Service

Terms of cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, 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 **Costs** in excess of **Our Appointed Legal Representative's Own Costs**.

The insurance covers **Costs** as detailed under the separate sections of cover, up to the **Limit of Indemnity** where:-

a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**;

and

b) The **Legal Proceedings** take 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 Proceedings**.

Duration of cover

The period of **Your Motor Insurance Policy**, which runs alongside this Legal Protection **Policy** and does not exceed 12 months.

Making a Claim

If **You** wish to make a **Claim** under the **Uninsured Loss** Recovery and Personal Injury section of cover, please telephone **Our** claims helpline on 0344 571 2717.

If **You** wish to make a **Claim** under any other section of this insurance or **You** wish to discuss any issue affecting **You**, please telephone **Our** helpline, on 0333 005 0349. This helpline is available 24 hours a day, 365 days a year.

Legal Helpline
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 005 0349 and quote "AAMLP16".

Lifestyle Counselling Helpline
This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing. Counsellors and information specialists are also trained to help **You** with practical problems like debt or legal matters. **You** can access the Lifestyle Counselling Helpline on 0344 770 1036 and quote "AAMLP16".

Health and Medical Information service
This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support. Simply telephone 0344 770 1036 and quote "AAMLP16".

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in the **Policy**:

Appointed Agents
Albany Assistance Ltd (Albany) which will act on behalf of Arc Legal Assistance Limited who manage this **Policy** for the **Underwriter** in connection with the **Policy** and its administration and may monitor and record calls for the purposes of training and the prevention of crime and will, where the context so admits, include its subsidiary and associated companies including any holding companies of them.

Appointed Legal Representative
The solicitor or other appropriately qualified person or entity that **We** approve, appointed under the terms and conditions of this **Policy** to act for the **Insured Person**.

Claim

- A civil **Claim** for damages for **Uninsured Loss** or personal injury arising out of an **Insured Incident**
- The pursuit or defence of a **Claim** and appeals against judgment in relation to a contractual dispute to do with the **Insured Vehicle**;
- The defence of criminal motoring prosecutions in relation to the **Insured Vehicle**.

Costs
Opponents Costs, **Own Costs** and **Own Disbursements**.

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. The incident must involve the **Insured Vehicle**, the **Insured Person** and have occurred within the **Territorial Limits** and during the **Period of Insurance**.

Insured Person
You and any person authorised to drive the **Insured Vehicle** under **Your Motor Insurance Policy**. Cover extends to any authorised passenger in or on the **Insured Vehicle** who is claiming under this **Policy** with **Your** consent, or **Your** or their legal representative in the event of death.

Insured Vehicle
Any commercial vehicle, motorcar, motorcycle, motorhome or trailer attached to those vehicles for which **You** are legally responsible and for which the appropriate **Motor Insurance Policy** payment has been made.

Legal Proceedings
All work necessary regarding a **Claim** with the approval of the **Underwriters**, subject to the jurisdiction of courts within the United Kingdom, the Isle of Man or the Channel Islands. Appeals from such hearings are also included if **We** are notified by the **Insured Person** of their wish to appeal at least five working days before the deadline for giving notice of appeal expires and **Our** written consent is given. **We** must also consider the appeal to have **Prospects of Success**.

Limit of Indemnity
The maximum sum of £100,000 in relation to **Uninsured Loss** recovery and personal injury or motor prosecution defence or £50,000 in relation to motor contract dispute claims that the **Underwriters** will pay for any one **Claim** or in the aggregate of any one **Period of Insurance**, in respect of **Own Costs, Own Disbursements** and **Opponent's Costs** incurred in relation to the **Legal Proceedings** occurring in the **Period of Insurance**.

Motor Insurance Policy
The policy of insurance arranged through the **Participating Agent** and issued to **You** in compliance with the Road Traffic Act valid at the time of the **Insured Incident**.

Opponent's Costs
A **Third Party's** legal fees, disbursements and expenses which an **Insured Person** is ordered to pay by a court or which, with **Our** approval, an **Insured Person**:

- agrees to pay;
- becomes liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or
- becomes liable to pay by discontinuing the **Claim** under Part 38 of the Civil Procedure Rules.

Own Costs
The reasonable and proportionate but irrecoverable costs incurred by the **Appointed Legal Representative** (and which in the case of civil proceedings) would be allowed on a detailed assessment of costs between parties on a standard basis which an **Insured Person** has to pay but excluding any percentage uplift applied to those costs under any conditional fee agreement or any fee charged based on a percentage of the damages the **Insured Person** recovers under a damages based agreement.

Own Disbursements
An **Insured Person's** liability for the following, reasonably and proportionally incurred, expenses:

1. DVLA search fees;
2. police accident report;
3. experts reports;
4. court fees;
5. witness expenses; and
6. such other fees required for the proper advancement of the **Claim** as **We** agree.

Participating Agent
Footman James, Castlegate House, Castlegate Way, Dudley, West Midlands DY1 4TA

Period of Insurance
The period of the **Motor Insurance Policy** which runs concurrent with this **Policy** and does not exceed 12 months.

Policy
This **Policy** of insurance.

Policyholder
The person to whom this insurance has been issued and who has paid the **Premium**.

Premium
A payment which needs to be paid to the **Participating Agent** by **You** to get the benefit of this **Policy**.

Prospects of Success
An **Insured Person** has a 51% or better chance (as is appropriate to the relevant cover) of: (i) receiving an award of compensation which (after taking into account the likely contribution to be received from a third party to an **Insured Person's Own Costs** and **Own Disbursements)** is more than the **Own Costs** and **Own Disbursements** of pursuing the **Claim** and which exceeds any settlement offers an **Insured Person** receives; (ii) making a successful defence; or (iii) making a successful appeal or defence to an appeal.

Territorial Limits
Uninsured Loss Recovery & Personal Injury:

- Great Britain, Northern Ireland, Channel Islands, Isle of Man and any other country which is a member of the European Union, Norway, Switzerland, Iceland, Andorra and Liechtenstein.

All other sections of cover:

- Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Third Party

- for **Uninsured Loss** recovery and personal injury, the other person(s) and/or party(s) responsible for the **Insured Incident**, excluding an **Insured Person**;
- for the motor prosecution defence, the prosecuting authority;
- for motor contract disputes, **Your** opponent (whether a claimant or a defendant).

Underwriters
This **Policy** is underwritten by Inter Partner Assistance S.A. which is fully owned by the AXA Assistance Group and managed on their behalf by Arc Legal Assistance Limited.

Uninsured Loss
Any loss, including injury, compensation or expenses or costs that are directly caused by the **Insured Incident** which led to an **Insured Persons Claim**, unless specifically excluded in this **Policy**, and which are not covered by **Your** underlying **Motor Insurance Policy**.

We, Us, Our
Albany Assistance Ltd or Arc Legal Assistance Limited acting on behalf of the **Underwriters**.

You, Your
The **Policyholder**.

Cover

Uninsured Loss Recovery & Personal Injury

What is insured	What is not insured
You are covered for **Costs** to pursue an **Uninsured Loss** or personal injury **Claim** arising from a Road Traffic Accident: • whilst **You** are in, boarding or alighting the **Insured Vehicle** against those whose negligence has caused **Your Uninsured Loss**. If the **Claim** is going to be decided by a court in England or Wales and the personal injury damages **You** are claiming are above the small claims court limit, the **Appointed Legal Representative** 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 **Claim** in full or in part.	**Claims** relating to; • an agreement **You** have entered into with another person or organisation. • stress, psychological or emotional injury unless it arises from **You** suffering physical injury. • any personal injury if the **Claim** would ordinarily proceed in the small claims track.

Motor Prosecution Defence

What is insured	What is not insured
Costs to defend the prosecution in respect of a motoring offence, arising from **Your** use of the **Insured Vehicle**. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.	**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 **Own 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

Motor Contract Disputes	
What is insured	**What is not insured**
You are covered for **Costs** to pursue or defend a **Claim** relating to a dispute over a contract for the sale or purchase of goods or services relating to the **Insured Vehicle** including the **Insured Vehicle** itself, provided **Costs** do not exceed the amount claimed.	**Claims** where the contract was entered into before **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
Legal Helpline	
You can use the helpline service to discuss any legal problem occurring under this **Policy** within the United Kingdom, the Channel Islands and the Isle of Man. Simply telephone 0333 005 0349 and quote "AAMLP16".	
Lifestyle Counselling Helpline	
This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing. Counsellors and information specialists are also trained to help **You** with practical problems like debt or legal matters. **You** can access the Lifestyle Counselling Helpline on 0344 770 1036 and quote "AAMLP16".	
Health and Medical Information Service	
This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support. This helpline is open 24 hours a day, seven days a week. Simply telephone 0344 770 1036 and quote "AAMLP16".	

General Exclusions

The **Underwriters** will not indemnify the **Insured Person** in respect of:

1. **Own Costs, Own Disbursements** and **Opponent's Costs** incurred as a result of **Legal Proceedings** arising out of an **Insured Incident** which occurred outside the **Period of Insurance**.
2. Events which may give rise to a **Claim** which have not been reported to **Us** within 180 days of their occurrence.
3. **Own Costs** and **Own Disbursements** including **Costs** of appeals which are incurred without **Our** written consent and agreement and in any event all such **Own Costs** and **Own Disbursements** incurred prior to notification of the relevant **Claim** to **Us**.
4. **Opponents Costs**, expenses, fines, penalties or other payments the **Insured Person** is ordered to pay by a Court of criminal jurisdiction.
5. **Claims** arising out of the use of the **Insured Vehicle** by the **Insured Person** for racing, rallies, trials or competitions of any kind.
6. **Claims** arising out of an **Insured Incident** arising out of the **Insured Person's** deliberate act or omission.
7. **Claims** arising out of an **Insured Incident** that **We** find to **Our** satisfaction to be of a fraudulent nature, or where the **Insured Person** has deliberately or recklessly misled **Us** or the **Appointed Legal Representative** as to the circumstances of the accident.
8. Any **Claim** where, when in control of the **Insured Vehicle**, the **Insured Person** did not have possession of both a valid driving licence and certificate of insurance.
9. Any **Claim** where the **Insured Vehicle** was not in a roadworthy condition or did not have a valid MOT Certificate where applicable.
10. The defence of any claim or legal proceedings made or brought against the **Insured Person** in relation to **Claims** for **Uninsured Loss** recovery and personal injury.
11. Any **Claim** or **Legal Proceedings** made, commenced or brought by the **Insured Person** outside of the **Territorial Limits**.
12. In relation to personal injury claims only, any **Costs** incurred in representation in the small claims track or any other proceedings where **Costs** cannot be recovered from the **Third Party**.
13. **Claims** made between the **Policyholder** and **Insured Persons** or between other **Insured Persons**.
14. **Own Costs, Own Disbursements** and **Opponent's Costs** incurred in respect of a **Claim** where **Your** motor insurer repudiates the **Motor Insurance Policy** or otherwise refuse to become involved in the **Insured Incident**
15. **Claims** where the **Insured Person**:
    i. Takes action without first obtaining **Our** consent or;
    ii. Causes delay or fail to respond to requests for assistance from **Us** or the **Appointed Legal Representative**.

16. **Claims** arising from:
    i. Ionising radiation or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    ii. Any radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof.
    iii. Riot, civil commotion, war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or use of power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government.
17. Any **Claim** where **We** or the **Appointed Legal Representative** deem there are no **Prospects of Success**.
18. **Claims** for damage to any property or any related loss, expense or **Costs** that are indirectly caused by the **Insured Incident** which led to a **Claim**.
19. Any **Claim** arising from the theft or attempted theft of the **Insured Vehicle**.
20. Any undertaking the **Insured Person** gives to the **Appointed Legal Representative**, or which the **Insured Person** or the **Appointed Legal Representative** gives to any person about payment of fees or expenses unless **We** have given prior written authority.
21. Any **Costs** or liability **You** incur or an **Insured Person** incurs for any services supplied to **You** or an **Insured Person**.

General Conditions

For the purpose of these conditions any reference to **You** or **Your** shall be deemed to include any **Insured Person**.

1. Compliance And Precautions
The **Insured Person** must comply with all of the terms and conditions of this **Policy** and take all reasonable precautions to minimise **Own Costs, Own Disbursements** and **Opponent's Costs** and attempt to prevent any event, which may cause a **Claim** under this **Policy**.

2. Reporting The Claim
You must promptly, and in any event within 180 days of it occurring, report to **Us** any accident which may give rise to a **Claim** under this **Policy** by telephoning the claims helpline on 0344 571 2717 in relation to an **Uninsured Loss** recovery **Claim**. For a **Claim** under any other cover under this **Policy**, **You** should telephone the legal helpline number below. **You** will need to confirm **You** are insured with the **Participating Agent** and provide **Your Policy** number, the **Insured Vehicle** registration number, date of incident and any supporting details/information required to pursue the **Claim**. The **Insured Person** must complete any forms requested.

3. Acceptance of a Claim
Where **We** accept that a **Claim** has **Prospects of Success**, **We** will notify the **Insured Person** or the **Participating Agent** in writing as soon as practicable.

4. Representation
- **We** have the right to make investigations into every matter that is or might be an **Insured Incident**.
- **We** have the right to negotiate and settle civil proceedings relating to the **Claim**, in the **Insured Person's** name, before an **Appointed Legal Representative** is instructed.
- Where appropriate **We** will pass the **Claim** to an **Appointed Legal Representative** to be dealt with. They will be instructed in the name of the **Insured Person** and may negotiate and settle the **Claim** on their behalf.

Except where **Legal Proceedings** need to be undertaken or there is a conflict of interest the **Appointed Legal Representative** will be chosen by **Us**. If the **Insured Person** wishes to appoint their own solicitor, **We** will only accept that appointment if the request is made in writing to **Us** at Arc Legal Assistance, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. **We** must be satisfied that the solicitor is able to deal with the case. The solicitor must in the case of an **Uninsured Loss** recovery & personal injury **Claim** enter into a Conditional Fee Agreement which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Claim** in full or in part. In relation to all other **Claims** they must sign **Our** Non-panel Solicitor Terms and Conditions and have a duty to minimise the **Costs** of any **Claim** and/or **Legal Proceedings**. Once the chosen solicitor has been approved by **Us**, they will become the **Appointed Legal Representative** subject to the terms and conditions of this **Policy**. **Your** right to choose an **Appointed Legal Representative** will only commence when the need arises for proceedings to be issued. **You** must not change the **Appointed Legal Representative** without **Our** prior written consent. This condition is subject to any rights of the Insured under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable. Any dispute arising from the **Insured Person's** choice may be referred to arbitration as set out in Clause 14.

5. Control of the Claim

- The **Insured Person** must co-operate fully with the **Appointed Legal Representative** and **Us** and in particular, the **Appointed Legal Representative** and **We** must be kept continually and promptly informed of all developments relating to the **Claim** of which the **Insured Person** is aware and must be provided immediately with all information, evidence and documents relating to the **Claim** in their possession.
- The **Insured Person** must allow **Us** direct access to the **Appointed Legal Representative** at all times in relation to any **Claim**.
- The **Insured Person** must instruct the **Appointed Legal Representative** to produce to **Us** immediately any documents, information or advice in their possession. The **Insured Person** must also give the **Appointed Legal Representative** such prompt, proper and reasonable instructions in relation to the **Claim** and the conduct of any litigation, as the **Underwriters** or **We** require. The **Insured Person** must not do anything that will prejudice the **Claim** or the **Legal Proceedings**.
- The **Insured Person** should advise **Us** directly or through their **Appointed Legal Representative** immediately of all offers to settle or payments into court in respect of the **Claim**. No offer of settlement or negotiation can be made without **Our** agreement.
- If the **Insured Person** does not accept the offer or payment into court and **We** and, where applicable, the **Appointed Legal Representative** consider that the outcome of the **Claim** will not be bettered, **We** reserve the right to withdraw cover and will not be responsible for any further **Own Costs, Own Disbursements** and **Opponent's Costs** after the offer or payment into court was made.
- **We** may discharge **Our** liabilities to the **Insured Person** under this **Policy** by paying an amount equal to that claimed subject to the **Limit of Indemnity**.
- The **Insured Person** shall take all reasonable steps to keep the **Costs** of the **Claim**, any **Legal Proceedings** and **Own Costs, Own Disbursements** and **Opponent's Costs** to a minimum.
- The **Insured Person** must send to **Us** directly or authorise the **Appointed Legal Representative** to send to **Us** all bills, orders or awards for **Own Costs, Own Disbursements** and **Opponent's Costs** immediately on receiving them and **We** have the right to have these submitted for assessment by the courts or certification by the Law Society.
- The **Insured Person** must authorise any **Appointed Legal Representative** to receive any sums by way of **Own Costs** and **Own Disbursements** recovered from the **Third Party** and to pay the same to **Us** to the extent of the sums indemnified under this **Policy**. Any sums received directly by the **Insured Person** should similarly be paid over to **Us** to the extent of the sums indemnified under this **Policy**.
- The **Insured Person** must take all action possible to recover any **Costs**, charges or fees the **Underwriters** or **We** may have paid or be liable to pay under this **Policy** and pay any such amounts recovered to **Us**. In any event, upon payment of all sums due for **Own Costs** and **Own Disbursements** under this **Policy We** can take over and if necessary conduct proceedings in the name of the **Insured Person** to recover such **Own Costs** and **Own Disbursements** which the **Insured Person** is entitled to receive from the **Third Party**.
- **We** can give written notice to the **Insured Person** and the **Appointed Legal Representative** to discontinue cover if during the course of a **Claim We** consider **Prospects of Success** no longer exist.

6. **Withdrawal**
   If the **Insured Person** withdraws from a **Claim** or discontinues instructions to an **Appointed Legal Representative** expressly or by omission without the agreement of the **Underwriters** or **Us**, all **Own Costs, Own Disbursements** and **Opponent's Costs** will become the responsibility of the **Insured Person**. In addition, **We** will be entitled to be reimbursed by the **Insured Person** of all **Own Costs, Own Disbursements** and **Opponent's Costs** paid or incurred during the course of the **Claim**.

7. **Communication**
   All notices and communications from **Us** and the **Underwriters** will be considered to have been sent if sent to the last known address of the **Insured Person**.

8. **Dual Insurance**
   If at the time of any **Insured Incident** there is any other insurance which provides cover for the loss, or any part of it, **We** will only be responsible for the amount not recoverable under that insurance.

9. **Compliance And Avoidance Of Policy**
   We have the right to cancel this **Policy** and declare the same null and void:
   - in the event of any breach of **Policy** terms and conditions;
   - if **You** do not hold a valid **Motor Insurance Policy** at the time of the **Insured Incident** for the vehicle involved.
   - if **Your** motor insurers are entitled to avoid the **Motor Insurance Policy** or refuse indemnity.
   - if any statements or answers made by **You** to the **Participating Agent**, **Us** or the **Underwriters** prior to commencement of this **Policy** or to **Us** or the **Appointed Legal Representative** by an **Insured Person** during the conduct of the **Claim** and/or **Legal Proceedings** are found to be false, deliberately , or recklessly, misleading or untrue.
   - if an **Insured Person** fails to disclose any information relevant to the conduct of the **Claim** (including but not limited to the making, acceptance or rejection of any offers to settle or discontinue a **Claim**) or the **Legal Proceedings**.
   - if an **Insured Person** makes any **Claim** under this **Policy**, which is fraudulent, misleading or false.
   - if **You** fail to pay the **Premium**, if not having been waived, to the **Participating Agent** or **Us** within 14 days of receiving **Your** Welcome Pack.

10. **Alteration**
    You must notify **Us** immediately of any change to the information they have provided, which may or does affect this **Policy**.

11. Cancellation by Us

Your Policy may be cancelled by **Us** in the event of:

- an **Insured Person** making a **Claim** of a fraudulent or false nature. In these circumstances there will be no return of **Premium**.
- **Your Motor Insurance Policy** arranged through the **Participating Agent** is cancelled.
- **Your** circumstances change and **You** are no longer able to make a **Claim**.

12. Arbitration

In the event of any dispute or difference whatsoever arising out of this **Policy** or any **Claim** made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the **Insured Person** and **Us**. If the **Insured Person** is not the **Policyholder** by claiming under the **Policy** they agree to be a party to any Arbitration under this Clause whether jointly with the **Policyholder** or otherwise and whether as claimant or defendant.

If we cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the United Kingdom, Isle of Man or Channel Islands will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the **Insured Person** or **Us**, the arbitrator will decide how the **Insured Person** and **We** will share the **Costs**.

13. Governing law & language

This **Policy** shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

14. Whole agreement

This **Policy** contains the entire agreement between **You** and any **Insured Person** claiming under it and the **Underwriters** and the **Appointed Agents** on their behalf and no other representation or warranty by the **Insured Person** or **Us** or their authorised representatives or any third party shall have any contractual effect unless agreed by all parties in writing.

Administered by Albany Assistance Ltd which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

Managed on behalf of Inter Partner Assistance S.A. by Arc Legal Assistance Ltd, authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

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This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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