



Legal Protection Policy Wording

FJ/PW/LP/14/07/2020/V4005





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 Auxillis Limited 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 AmTrust Europe Limited by Arc Legal Assistance Ltd, authorised and regulated by the Financial Conduct Authority.

This policy is underwritten by AmTrust Europe Limited, Registered

office: 10th Floor, Market Square House, St James' 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.

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, Auxillis Limited, 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

Use of Personal Data - Footman James

All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Towergate as the Data Controller

Footman James, a trading name of Towergate Underwriting Group Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of offers relating to additional products and services from The Ardonagh Group.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <http://www.towergate.com/fair-processing-notice>. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost. You can also contact us for general data protection queries via email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London, EC3R 7PD.

Privacy and Protection Notice - Arc Legal Assistance

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

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 exceptions), 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. 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.

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 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, **Costs** payable by **Us** are limited to no more than (a) **Our Appointed Representatives' Own Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

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 "AAML16".

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 "AAML16".

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 "AAML16".

Definitions

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

Appointed Agents

Auxillis Limited (Auxillis) 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

The Policyholder 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 motor vehicle declared in the insurance schedule including any 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 Insurance declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal protection insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal protection insurance will also be cancelled, suspended or withdrawn.

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 AmTrust Europe Limited 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

Auxillis Limited or Arc Legal Assistance Limited acting on behalf of the **Underwriters**.

You, Your

The **Insured Person**.

Cover

Uninsured Loss Recovery & Personal Injury

What is 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.

What is not insured

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.

Motor Prosecution Defence

What is 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 51% or greater 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 or prescription medication where **You** have been advised by a medical professional not to drive.
- 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

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.

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.

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 "AAML16".

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 "AAML16".

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 "AAML16".

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. **Claims** made between the **Policyholder** and **Insured Persons** or between other **Insured Persons**.
13. **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**
14. **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**.

15. **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.
16. Any **Claim** where **We** or the **Appointed Legal Representative** deem there are no **Prospects of Success**.
17. **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**.
18. Any **Claim** arising from the theft or attempted theft of the **Insured Vehicle**.
19. 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.
20. 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.

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15. Proportionality

We will only pay **Own Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Own Costs** in excess of the amount that **You** are able to claim from **Your** opponent will not be covered.



Footman James
Castlegate House,
Castlegate Way,
Dudley,
West Midlands DY1 4TA.
Tel. 0333 207 6114
footmanjames.co.uk



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