

Motor Legal Protection Insurance Policy

This separate policy only applies if shown on your policy schedule.

This is your Legal Protection Insurance Policy underwritten by Inter Partner Assistance and administered by Arc Legal Assistance Limited. It is only valid if bought in conjunction with the separate Zenith Insurance Commercial Vehicle insurance policy which is issued in your name. Cover under this legal expenses insurance policy will cease when the Zenith Insurance commercial vehicle insurance policy expires or is cancelled.

This Legal Protection Insurance Policy describes the contract between you and Arc Legal Assistance Ltd, and in return for the premium, cover is provided for the period of insurance under the terms set out in your policy. This policy gives you the details of what your legal expenses insurance does and does not cover. Please read this document carefully to avoid any misunderstandings. Please pay special attention to those pages describing the Conditions and Exceptions which apply to your whole Legal Protection Insurance Policy.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and Arc Legal Assistance Ltd undertake to communicate in this language for the duration of the policy.

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.

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.

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

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

Registered No: FC008998

This policy is covered by the UK Financial Services Compensation Scheme. If we cannot meet our obligations under the policy you may be entitled to compensation under the scheme. Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk or telephone 0207 741 4100).

Definitions

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

Appointed Solicitor

D B Legal Ltd, Chester House, Harlands Road, Haywards Heath, West Sussex, RH16 1LR or any other appropriately qualified lawyer, legal representative or specialist consultant appointed by the **claims administrators** to act on behalf of the **insured person**.

Claims Administrators

Arc Legal Assistance Limited. Arc Legal Assistance Limited on behalf of the underwriters will assist with the progress of any claim under the policy but the claim will be handled and negotiated by the **appointed solicitor**.

Defendant

The person, company or partnership that the **insured person** alleges is responsible for the **insured incident**.

Insured, You, Your

The person to whom this insurance has been issued and who has paid or promised to pay the premium.

Insured Incident

Any road traffic accident (excluding claims for theft or fire) which results in damage to the **insured vehicle** or damage to any personal property owned by an **insured person** whilst in or on the **insured vehicle** or any injury to or death of an **insured person** whilst in on or mounting onto or dismounting from the **insured vehicle**.

Insured Person

The **insured**, any authorised driver included to drive under the terms and conditions of the **underlying policy of motor insurance** or a passenger carried in the **insured vehicle**.

Insured Vehicle

The motorcar, motorcycle or commercial vehicle specified in the **underlying policy of motor insurance** taken out by **you**. Any other vehicle which the certificate of motor insurance issued in connection with the **underlying policy of motor insurance** allows **you** to use in the United Kingdom. Any trailer owned by **you** whether attached to or detached from the **insured vehicle**.

Legal Costs and Expenses

Reasonable legal fees and other expenses charged to **you** by the **appointed solicitor** (with the prior agreement of the **claims administrators**) for any **legal proceedings**. Also costs which a civil court has ordered **you** to pay or to which the **claims administrators** have agreed.

Legal proceedings

Civil proceedings arising out of a road traffic accident.

Limit of Indemnity

The maximum sum that the **underwriters** will pay in aggregate in respect of all **legal costs and expenses** incurred by the **appointed solicitor** or the **defendant** in relation to the prosecution of a claim which is covered by this insurance. Subject always to a maximum indemnity of £50,000.



Period of Insurance

The period commencing from when the **insured** pays or promises to pay the premium, to the expiry date of the **underlying policy of motor insurance** in force in respect of the **insured vehicle** which in no circumstances will exceed 12 months.

Policy administrators

Zenith, Prospect House, Thanet Way, Whitstable, CT5 3FD. Registered in England No. 2135730. FCA No. 475572.

Prospects of Success

Prospects considered as a 51% or better chance of success.

Territorial Limits

The United Kingdom, the Channel Islands, the Isle of Man and provided that the **insured** has complied with the requirements for extending full policy cover abroad under the **underlying policy of motor insurance**, any member country of the EU, Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.

Underlying Policy of Motor Insurance

The separate motor insurance policy in **your** name covering the **insured vehicle**.

Cover is only effective under this legal expenses insurance policy whilst the **underlying policy of motor insurance** remains in force.

Underwriters

Inter Partner Assistance Societe Anonyme which is fully owned by the AXA Assistance Group.

Uninsured losses

Expenses or compensation claims (or both) which are not covered by **your underlying policy of motor insurance** but for which **you** have a claim at law against the responsible party.

What is covered?

In the event that **you** make a claim under **your underlying policy of motor insurance** in respect of an **insured incident** in which an **insured person** is involved, the **claims administrators** will instruct the **appointed solicitor** to try to recover **your uninsured losses** (including **legal costs and expenses** to claim those losses) provided the **claims administrators** and the **appointed solicitor** are of the view that the **prospects of success** are sufficiently strong to justify pursuing **your claim for uninsured losses** against a **defendant**.

If the **claims administrators** have paid for any **legal costs and expenses** and **you** are later awarded repayment of costs in any claim, the **claims administrators** will be entitled to reimbursement of those costs.

The **claims administrators** will instruct the **appointed solicitor** in accordance with their standard terms of appointment to act in **your** name and for **your** benefit. The most the **claims administrators** will pay for **legal costs and expenses** for all claims that arise from the same **insured incident** is the **limit of indemnity** applying to this policy.

Cover under this insurance is subject to:

- a) **You** having paid or promised to pay the premium.
- b) The **insured Incident** having taken place within the **territorial limits** and within the **period of insurance**.
- c) **You** having complied with all of the terms and conditions of this policy.

General Conditions

1. Control of claims

The **claims administrators** and the **appointed solicitor** will have control of any claim. **You** and/or an **insured person** must:

- a) keep the **claims administrators** informed of any developments relating to any claim as soon as possible after **you** and/or the **insured person** finds out about them, and
- b) follow the advice, given to **you** by the **claims administrators** and/or the **appointed solicitor**, and
- c) not start, defend, stop or withdraw from **legal proceedings** without the agreement of the **claims administrators** and/or the **appointed solicitor**, and
- d) give the **underwriters** and/or the **appointed solicitor** information and instructions as requested.

The **claims administrators** will have direct access to the **appointed solicitor** at all times. The **claims administrators** have the right to see any information, documents or evidence that is in **your** possession or is in the possession of an **insured person** or the **appointed solicitor**.

If in any **legal proceedings** the claim is not successful and **you** and/or the **insured person** want to appeal, **you** must write and tell the **claims administrators** and the **appointed solicitor** no later than 14 days before the time for making an appeal ends or as soon as possible if the time period during which **you** may make an appeal is 14 days or less. The **claims administrators** will cover **your** and/or the **insured person's legal costs and expenses** for the appeal if the **claims administrators** and the **appointed solicitor** agree that there are **prospects of success** in pursuing the appeal.

The **claims administrators** can take over conduct of any claim at any time in the name of the **insured person**.

The **claims administrators** can issue **legal proceedings** for the **claims administrators** benefit in the name of the **insured person** to recover any payments that have been made under this insurance.

2. Claims Procedures

You and/or the **Insured Person** must:

- a) report all claims to the **claims administrators** as soon as is reasonably possible but at the very latest within 30 days of the happening of an **insured incident**, and
- b) take all reasonable steps to minimise the amount of any claim to be pursued against the **defendant**, and
- c) cooperate with the **claims administrators** at all times, supply any information required and forward unanswered all communications received in connection with an **insured incident**, and
- d) cooperate fully with the **claims administrators** to assist in the recovery of **legal costs and expenses** that they have had to pay on **your** behalf and that have been reasonably incurred in connection with the pursuit of the claim.

Please see the contact details for reporting a claim on the final page of this policy.

3. Prospects of Success

The **appointed solicitors** will try to recover **your** and/or the **insured person's uninsured losses** and the **claims administrators** will pay **your** and/or the **insured person's legal costs and expenses** provided the **claims administrators** and the **appointed solicitor** are of the view that it is more likely than not that the claim or the **legal proceedings** will mean **you** and/or the **insured person** will receive money by way of compensation.

If at any time the **claims administrators** or the **appointed solicitor** think that the claim or the **legal proceedings** do not have **prospects of success** the **claims administrators** will confirm this in writing to **you** and/or the **insured person**. The **claims administrators** will tell **you** and/or the **insured person** that they will not take any more action or pay any more **legal expenses**, without their written agreement, from 28 days after **you** and/or the **insured person** receives the notice.

In this event **you** and/or the **insured person** have a right to continue the claim or **legal proceedings** but this will be at **your** own/the **insured person's** expense.

4. Representation

When **you** and/or the **insured person** has told the **claims administrators** about a claim they may investigate the claim and attempt to achieve a fair settlement, using the **appointed solicitor** if they think it is necessary.

Use of the **appointed solicitor** will be in accordance with the **claims administrators** standard terms and conditions. The **appointed solicitor** will act in **your** name and/or the name of the **insured person** for the benefit of **you** and/or the **insured person**.

Alternatively, **you** and/or the **insured person** may nominate a solicitor of **your** own choice. This person must be an appropriately qualified lawyer, legal representative or specialist consultant and

- a) he/she must submit full details of his/her experience and expertise to the **claims administrators**; and
 - b) he/she must agree to work in accordance with the **claims administrators'** standard terms and conditions for solicitors before the **claims administrators** can agree to his/her involvement in the claim and accept such person as the **appointed solicitor** under this policy.
- In the event that the **claims administrators** cannot agree such nomination the **claims administrators, you** and/or the **insured person** will have the right to refer the matter for arbitration as set out in condition 9 of this insurance.

The **claims administrators** will not be responsible for any **legal costs and expenses** if **you** appoint a solicitor without the **claims administrators'** agreement.

5. Legal costs and expenses

The amount of **legal costs and expenses** the **claims administrators** will pay will be assessed under the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis. These are defined in England and Wales under Order 62 of the Rules of the Supreme Court (from time to time), under Order 38 of the County Courts Act 1984 and under the Civil Procedures Rules 1998.

The **insured person** or the **appointed solicitor** must send all accounts for **legal costs and expenses** to the **claims administrators** as soon as possible after they are received. The **claims administrators** may ask the **appointed solicitor** to have the **legal costs and expenses** assessed (detailed or summary), taxed or audited. The **legal costs and expenses** that the **claims administrators** will pay will not be affected by any agreement, or promise made by the **insured person** to any solicitor or other person unless the **claims administrators** have approved it in writing.

6. Settlement offers

You and/or the **insured person** must not accept any offer of payment or enter into settlement negotiations without the express agreement of the **claims administrators**.

You and/or the **insured person** must tell the **claims administrators** as soon as possible of any offer to settle the claim (this includes any payment into court). **You** and/or an **insured person** or **your**/his/her solicitor must not accept or make any offer to settle the claim if this would mean the **claims administrators** have to pay **legal costs and expenses**, unless **you** and/or the **insured person** has the agreement of the **claims administrators**. The **claims administrators** will not withhold agreement unreasonably.

If either the **claims administrators** or the **appointed solicitor** are of the view that any offer to settle the claim should be accepted, but **you** and/or the **insured person** do not accept such offer and the amount of the offer is equal to or greater than the total damages which **you** and/or the **insured person** is eventually awarded, the **claims administrators** will not pay for any further **legal expenses** from the date of the offer.

7. Options to pay

The **claims administrators** may decide to pay **your** and/or the **insured person's** claim for compensation instead of continuing to pursue the claim against the **defendant** or to pursue **legal proceedings**.

8. Conflict of interest

If at any time during the course of the claim, the **claims administrators** become aware of any possible conflict of interest, the **claims administrators** will tell **you** and/or the **insured person** about it in writing and give **you** and/or the **insured person** the right to choose an alternative solicitor.

9. Arbitration

You and/or an **insured person** have the right to refer any disagreement **you**, he or she has with the **claims administrators** to arbitration. The **claims administrators** also have the same right. The arbitrator will be a solicitor or barrister the **claims administrators** and the **insured person** agree on. If the **claims administrators** and the **insured person** cannot agree, the President of a suitable lawyers' organisation will be asked to choose one. Whoever loses the arbitration will pay all the costs and expenses of the arbitration. If the arbitrator decides in the **claims administrators'** favour, the **insured person** cannot recover the costs of the arbitration under this section.

The **claims administrators** will write to the **insured person** telling him/her of this right if there is disagreement about anything. The **insured person** must write and tell the **claims administrators** if he/she wants to take up this option. Using the arbitration procedure does not prevent the **insured person** from referring the matter to the Financial Ombudsman Service or the right to appeal against the arbitrator's decision in a court of law.

10. Cancellation

This insurance provides **you** with a 'reflection period' to enable **you** to decide whether **you** wish to continue with the full policy. The reflection period is for 14 days from the date that **you** receive **your** policy documentation. If a period of less than 14 days has elapsed since **you** received **your** policy documentation and **you** have not made a claim **you** have the right to cancel the policy and receive a full refund of premium. **You** must write to the **policy administrators** within the 14 day period before the **claims administrators** can proceed with the cancellation on this basis.

You may cancel this policy at any time by writing to the **policy administrators**. Outside of the 14 day 'reflection period' there will be no refund of premium allowable if **you** cancel **your** insurance.

The **claims administrators** or the **policy administrators** may cancel this policy by sending **you** a letter giving **you** 7 days' notice, to **your** last known address. The **claims administrators** will then refund the appropriate proportion of the premium.

11. Your obligations

- a) **You** and/or all **insured persons** must adhere to the terms and conditions of this insurance at all times.
- b) If **you** and/or any **insured person** make any claim under this policy which is fraudulent or false or misleading or where there is collusion between **you** and/or the **insured person** and the **defendant** or any witnesses this policy shall be declared void.

General Exceptions

What is not covered?

This insurance does not cover the following:

1. Any claim if **you** tell the **claims administrators** about the **insured incident** more than 30 days after it happened.
2. Any claim if the **insured incident** happened before cover under this policy started.
3. Any **legal costs and expenses** incurred by **you** before the **claims administrators** instruct an **appointed solicitor** to act for **you** and/or the **insured person**.
4. Any **legal costs and expenses** charged as a result of **your** conduct and/or that of an **insured person** which may reasonably be considered to hinder the claim.
5. Any **legal costs and expenses** if **you** and/or the **insured person** withdraw from the **legal proceedings** without the **claims administrators'** agreement. In these circumstances the **claims administrators** will be entitled to a refund of any money that has been paid.
6. Any expenses for an expert witness, unless the **claims administrators** have given written approval.
7. Any **uninsured losses** or **legal costs and expenses** which you can claim under another insurance policy or which **you** could have claimed if **you** had kept to the terms of that policy.
8. Any claim arising from a deliberate or malicious act.
9. Any claim for any **legal costs and expenses** relating to any other person or organisation bringing a claim or counterclaim against **you**.
10. **Legal costs and expenses** **you** can recover from any other person.
11. **Legal costs and expenses** if the claim will be decided in a court outside of the **territorial limits** of this policy.

12. Any claims arising out of any deliberate criminal act or omission or fines and penalties imposed by a criminal court.
13. Any claims where the **defendant** cannot be traced or does not hold valid motor insurance.
14. Any claims made or **legal proceedings** between the **insured** and **insured persons**.
15. Any claim relating to motor prosecution defence.
16. **Legal costs and expenses** arising from disputes between **you** or the **insured person** and the **claims administrators**.
17. **Legal costs and expenses** arising from disputes between **you** or the **insured person** and the **underwriters**.
18. Any claim arising out of a contract **you** and/ or the **insured person** has with another person or organisation.
19. Any VAT **you** and/or the **insured person** can recover from elsewhere.
20. Any claim where **you** do not have a valid **underlying policy of motor insurance** or where the **insured incident** is not covered by **your underlying policy of motor insurance**.
21. Any claim where the **insured vehicle** does not have a valid MOT certificate or **you** or the person driving the **insured vehicle** does not have a valid driving licence.
22. Any claims resulting from the use of the **insured vehicle** for motor racing rallies speed trials or competitions of any kind.

Reporting a Claim

You should contact the 24 hour Claims Helpline on 03330 436 516 to report a claim under the motor insurance policy. Experienced advisors will send details of your claim to the appointed representative who will contact you to discuss any uninsured loss recovery claims or any assistance you require in relation to a hire car or insured vehicle repairs.

How to complain

Both the underwriters and claims administrators want your experience under your Motor Legal Protection Policy to be second to none but if this is not the case, they need to know about it.

If you have a complaint you can let them know by contacting the policy administrators Zenith, Prospect House, Thanet Way, Whitstable, CT5 3FD.

Please phone the Customer Service Team on 0344 257 8212 or email them at complaints@zenith-insure.com You will need to quote your policy number shown in the policy schedule. Please note that calls may be recorded. The Customer Service Team investigates all complaints that are received and hopes to come to a satisfactory outcome as quickly as possible.

For Legal Expenses Complaints:

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

For Legal Expenses Complaints please contact:

Arc Legal Assistance Ltd PO Box 8921

Colchester CO4 5YD

Tel 01206 615000

Email: customerservice@arclegal.co.uk

In the event that matters have not been resolved within 8 weeks you may approach the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone 0300 1239 123 or 0800 023 4567.

Full details of the complaints procedure in relation to your Motor Legal Protection Policy are available on request from the claims administrators.

Our Service Commitment

How to complain

We want your experience with us to be second to none but if this is not the case, we want to know about it. If you have a complaint you can let us know by contacting the policy administrators Zenith, Prospect House, Thanet Way, Whitstable, CT5 3FD. Please phone the Customer Service Team on 0344 257 8212, email us at complaints@zenith-insure.com. You will need to quote your policy number shown in the Schedule. Please note that calls may be recorded.

We investigate all complaints that we receive and hope to come to a satisfactory outcome as quickly as possible. In the event that matters have not been resolved within 8 weeks you may approach the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Telephone 0300 1239 123 or 0800 023 4567.

Full details of our complaints procedure are available on request.

Customer feedback

If you have any suggestions or comments about our cover or the service we have provided please write to our UK service providers:

Operational Standards

Zenith Insurance, Chester House, Harlands Road, Haywards Heath, West Sussex RH16 1LR. We always welcome feedback to enable us to improve our products and services.

Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.

How we use your information

Introduction

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via <https://documents.markerstudygroup.com/media/17119/privacy-policy-zenith-insurance-18-1-17.pdf> or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in both the United Kingdom

How we may collect your information

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

What information we may collect about you

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

How we may share your information

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

How we may use your information

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

Driving Licence checks

We may also provide your (or any named third party) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data.

Searches may be carried out prior to your policy commencing and at any point during your insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about you by the DVLA please visit www.dvla.gov.uk.

The DVLA may also be used to search your (or any named third party's) no claims discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database.

Providing you with details on our Products and Services

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

Markerstudy Direct Limited

45 Westerham Road

Bessels Green

Sevenoaks

Kent

TN13 2QB

Motor Insurance Database

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including your personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law.

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at www.askmid.com

Fraud Prevention and Detection

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

Claims History

We may process data relating to your claims history for the purposes of assessing any claim you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

Credit Searches and Accounting

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

Transfers

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

Your Rights as a Data Subject

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

Data Protection Officer

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at:

Data Protection Officer
Markerstudy Direct Limited
45 Westerham Road
Bessels Green
Sevenoaks
Kent
TN13 2QB