

# Motorhome legal expenses policy book





## Motor legal expenses provides:

- 24/7 legal advice
- Insurance for legal costs for certain types of disputes

## Helpline services

### Legal helpline

**You** can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply phone **0344 770 1040** and quote "**Supersure Insurance motor legal expenses**".

## Contents

- |                               |   |
|-------------------------------|---|
| <b>3</b> Terms of cover       | <b>11</b> General conditions            |
| <b>3</b> Important conditions | <b>14</b> Customer services information |
| <b>5</b> Definition of words  |   |
| <b>7</b> Details of cover     |   |
| <b>10</b> General exclusions  |   |

## 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, **Advisers' Costs** payable by **Us** are limited to no more than:

- Our Standard Advisers' Costs**; or
- The amount recoverable under the Civil Procedure Fixed Recoverable Costs regime

whichever is the lower amount.

The insurance covers **Advisers' Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:

- The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**; and
- The **Legal Action** takes place within the **Territorial Limits**

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

## Important conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General conditions' section and should be read carefully. Some of the main conditions to this insurance are that:

### Prospects of success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

### Proportional costs

An estimate of the **Advisers' Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Advisers' Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.



### Duty of disclosure

- **Consumer**

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

- **Non-Consumer**

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which you should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

### Suspension of cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability

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

### ***Adviser***

***Our*** specialist panel solicitors or their agents appointed by ***Us*** to act for ***You***, or, where agreed by ***Us***, another legal representative nominated by ***You***.

### ***Advisers' Costs***

Reasonable legal costs incurred by the ***Adviser***. Third party's costs shall be covered if awarded against ***You***.

### ***Conditional Fee Agreement***

An agreement between ***You*** and the ***Adviser*** or between ***Us*** and the ***Adviser*** which sets out the terms under which the ***Adviser*** will charge ***You*** or ***Us*** for their own fees.

### ***Conflict of Interest***

There is a conflict of interest if ***We*** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### ***Data Protection Legislation***

The relevant ***Data Protection Legislation*** in force in the United Kingdom at the time of the ***Insured Event***, that being:

- **before 25 May 2018** - the Data Protection Act 1998
- **from 25 May 2018 onwards** - the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU.

### ***Disclosure Breach***

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

### ***Insured Event***

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

For the purposes of the ***Maximum Amount Payable***, only one ***Insured Event*** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

### ***Insurer***

AmTrust Europe Limited.

### ***Legal Action***

- The pursuit of civil proceedings and appeals against judgement following a ***Road Traffic Accident***



- The pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the **Vehicle**
- The defence of criminal motoring prosecutions in relation to the **Vehicle**

### **Legal Helpline**

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

### **Maximum Amount Payable**

The maximum amount payable in respect of an **Insured Event** is – stated below:

- Motor prosecution defence: £25,000
- All other sections: £100,000

### **Period of Insurance**

The period of insurance shown in the insurance schedule to which this cover attaches.

### **Standard Advisers' Costs**

The level of **Advisers' Costs** that would normally be incurred by the **Insurer** in using a nominated **Adviser** of **Our** choice.

### **Territorial Limits**

Uninsured loss recovery and personal injury:

- The European Union
- All other sections of cover:
- Great Britain, Northern Ireland, Channel Islands and the Isle of Man

### **Vehicle**

The motor vehicle declared in the insurance schedule to which this cover attaches. This is extended to include a caravan or trailer whilst attached to the **Vehicle**.

### **We / Us / Our**

Arc Legal Assistance Ltd.

### **You / Your / Yourself**

The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver or passengers for the uninsured loss recovery and personal injury sections of cover.



### What is covered

#### Personal injury

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** whilst **You** are in, boarding or alighting the **Vehicle** against those whose negligence has caused **Your** injury or death.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

#### Uninsured loss recovery

You are covered for **Advisers' Costs** to pursue damages claims arising from a **Road Traffic Accident** against those whose negligence has caused **You** to suffer loss of **Your** insurance policy excess or other out of pocket expenses.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are

### What is not covered

#### Personal injury

##### Claims:

- a) Relating to an agreement **You** have entered into with another person or organisation
- b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury

#### Uninsured loss recovery

##### Claims:

- a) Relating to an agreement **You** have entered into with another person or organisation
- b) For applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement, or any future agreements funded by the Motor Insurers Bureau



### What is covered

above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

### Motor prosecution defence

**Advisers' Costs** to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of the **Vehicle**. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

### What is not covered

### Motor prosecution defence

#### Claims:

- a) For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the **Vehicle** 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
- b) For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) For parking offences for which **You** do not get penalty points on **Your** licence





### What is covered

#### Motor contract

**You** are covered for **Advisers' Costs** to pursue or defend a **Legal Action** relating to a dispute over a contract for the sale or purchase of goods or services relating to the **Vehicle** including the **Vehicle** itself, provided **Advisers' Costs** do not exceed the amount claimed.

### What is not covered

- d) For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence

#### Motor contract

Claims where the contract was entered into before **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.



### There is no cover:

- a) Where the **Insured Event** occurred before **You** purchased this insurance
- b) Where **You** fail to give proper instructions to **Us** or the **Adviser** or fail to respond to a request for information or attendance by the **Adviser**
- c) Where **Advisers' Costs** have not been agreed in advance or exceed those for which **We** have given **Our** prior written approval
- d) For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- e) To defend **Legal Actions** arising from anything **You** did deliberately or recklessly
- f) For claims made by or against the **Insurer, Us** or the **Adviser**
- g) Where a reasonable estimate of **Your Advisers' Costs** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery claims
- h) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity
- i) For any claim arising from racing, rallies, competitions or trials
- j) For an application for judicial review
- k) For appeals without **Our** prior written consent
- l) For any **Legal Action** that **We** reasonably believe to be false, fraudulent, exaggerated or where **You** have made misrepresentations to the **Adviser**
- m) Where at the time of the **Insured Event You:**
  - i. Were disqualified from driving
  - ii. Did not hold a licence to drive
  - iii. Did not have a valid MOT certificate for the **Vehicle**
  - iv. Did not procure valid vehicle tax
  - v. Failed to comply with any laws relating to the **Vehicle's** ownership or use
- n) For disputes between the **Adviser** and any other party which is only over the level of **Advisers' Costs**
- o) For **Your** solicitors own costs where **Your** claim is being pursued under a **Conditional Fee Agreement**



## 1. Claims

- a) **You** must notify **Us** as soon as possible and within a maximum of 180 days once **You** become aware of the **Insured Event**. There will be no cover under this policy if, as a result of a delay in reporting the claim **Our** position has been prejudiced. To report a claim **You** must follow the instructions under "How to make a claim" below
- b) **We** shall appoint the **Adviser** to act on **Your** behalf.
- c) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which must not be unreasonably withheld, **We** may reach a settlement of the **Legal Action**
- d) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request
- e) The **Adviser** must:
  - i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgement obtained without charge
  - ii. Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii. Keep **Us** regularly advised of **Advisers' Costs** incurred
  - iv. Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed
  - v. Submit bills for assessment or certification by the appropriate body if requested by **Us**
  - vi. Attempt recovery of costs from third parties.
  - vii. Agree with **Us** not to submit a bill for **Advisers' Costs** to the **Insurer** until conclusion of the **Legal Action**
- f) In the event of a dispute arising as to costs **We** may require **You** to change **Adviser**
- g) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success
- h) **You** shall supply all information requested by the **Adviser** and **Us**



- i) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid by **Us** must be reimbursed by **You**
- j) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost

## 2. Prospects of success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

## 3. Disputes

Any disputes between **You** and **Us** in relation to **Our** assessment of **Your** prospects of success in the case or nomination of solicitor may, where we both agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a

nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

## 4. Disclosure breach

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

## 5. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim



- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act

## 6. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

## 7. Cancellation

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

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

**We** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud

- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

## 8. English law

This contract is governed by English law unless otherwise agreed.

## 9. Language

The language for contractual terms and communication will be English.

## 10. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.



## Customer services information

### How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should phone the **Legal Helpline** on 0344 770 1040.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**.

### Data Protection

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and/or the **Insurer** for underwriting, processing, claims handling and fraud prevention, subject to the provisions of **Data Protection Legislation**.

### Customer service

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

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** are not happy with **Our** final response or before **We** have investigated the complaint if both parties agree.

**Our** contact details are:

[Arc Legal Assistance Ltd](#)

PO Box 8921

Colchester

CO4 5YD

Tel: 01206 615 000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)



## The Financial Ombudsman Service

### contact details are:

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 0207 741 4100.

### Authorisation

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

This can be checked on the Financial Services Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).



### **Supersure**

64 New Road, Halifax  
HX1 2JZ

01422 397 793  
info@supersureinsurance.co.uk  
supersureinsurance.co.uk



A  Large print copy  
available on request

Call 01422 397 793 or visit  
[supersureinsurance.co.uk/paperpolicy](https://supersureinsurance.co.uk/paperpolicy)

Supersure Insurance is arranged and administered by Caravan Guard Limited. Caravan Guard Limited is authorised and regulated by the Financial Conduct Authority (No. 310409), registered in England Number 4036555 at New Road, Halifax, West Yorkshire, HX1 2JZ United Kingdom. Telephone calls may be recorded. [SSS-Pol-MHL] Issued October 2018.