

HELPLINES

By calling the numbers below you may obtain general advice about a number of legal, lifestyle, counselling and health and medical matters. The helplines are open 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 "AUXCARMLP16".

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 "AUXCARMLP16".

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 "AUXCARMLP16".

Demands and needs statement

This policy meets the demands and needs of a person requiring cover to fund legal proceedings to: (i) recover uninsured losses sustained in a motor vehicle accident for which they were not to blame and are not covered by another contract of insurance; (ii) defend the prosecution of some motoring offences in respect of an insured vehicle; (iii) defend proceedings arising from use of an insured vehicle's identity by another person or organisation without permission; and (iv) defend or pursue a contract dispute in relation to an insured vehicle.

The participating agent does not make any personal recommendations as to the suitability of the policy to individual circumstances.



Policy summary

This is a summary of the policy terms and conditions. The full terms and conditions can be found in the terms and conditions section of this document and you should read them carefully. This policy is underwritten by Inter Partner Assistance S.A. which is a member of the AXA Assistance Group and managed on their behalf by Arc Legal Assistance Limited.

Significant features and benefits	Significant exclusions or limitations	Policy section
<p>Uninsured Loss Recovery & Personal Injury The costs incurred by an insured person for</p> <ul style="list-style-type: none"> (i) negotiation by us, or (ii) if we agree it is necessary, the negotiation, or the bringing of court proceedings, by appointed legal representatives that we will arrange, to recover uninsured losses and damages for personal injury or death following a collision between the insured vehicle and another vehicle relating to: <ul style="list-style-type: none"> • Loss of or damage to the insured vehicle • Damage to any personal property owned by an insured person or for which the insured person is legally responsible whilst in or on the insured vehicle • Death or personal injury to an insured person whilst in, on or mounting or dismounting from the insured vehicle <p>Passengers and drivers on your motor insurance policy will, with your permission, also get the benefit of the cover set out above.</p>	<p>We will only pay costs to a maximum of £100,000 in relation to uninsured loss recovery & personal injury or motor prosecution defence or £50,000 for all other claims.</p> <p>In relation to personal injury claims only, there is no cover under this policy for representation in the small claims track or any other proceedings where costs cannot be recovered from the third party.</p> <p>Costs incurred before Auxillis Limited agrees to arrange an appointed legal representative to help an insured person are excluded. You are not covered for any costs incurred whilst you are represented by any other legal representative unless court proceedings are started or a conflict of interest arises.</p> <p>Auxillis Limited is free to choose an appointed legal representative to help the insured person.</p> <p>Events which may give rise to a claim which have not been reported to us within 180 days of their occurrence.</p> <p>Any costs or liability you incur or an insured person incurs for any services supplied to you or an insured person.</p>	<p>DEFINITIONS: Costs, Limit of Indemnity, Insured Incident & Insured Person</p> <p>Exclusion 12.</p> <p>Exclusion 3.</p> <p>CONDITIONS: 4. Representation d</p> <p>Exclusion 2.</p> <p>Exclusion 21.</p>

Significant features and benefits	Significant exclusions or limitations	Policy section
<p>Motor Prosecution Defence Your own costs and own disbursements incurred to defend motoring prosecutions in respect of an offence arising from your use or ownership of the insured vehicle.</p> <p>Motor Contract Disputes Your own costs and own disbursements incurred to pursue or defend contract disputes relating to the sale or purchase of goods or services by you relating to the insured vehicle (including the vehicle itself).</p> <p>Vehicle Cloning Your own costs and own disbursements incurred to defend proceedings arising from the use of the insured vehicle's identity by another party without your permission.</p>	<p>There is no cover for claims for stress, psychological or emotional injury unless it arises from you suffering physical injury.</p> <p>There is no cover for claims arising from an allegation that you were in control of the vehicle whilst under the influence of alcohol or non-prescribed drugs.</p> <p>There is no cover for contract disputes where the contract was entered into before you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p> <p>There is no cover for claims where the vehicle's identity has been copied by somebody living with you.</p>	<p>COVER: Uninsured Loss Recovery and Personal Injury; What is not insured.</p> <p>COVER: Motor Prosecution Defence; What is not insured.</p> <p>COVER: Motor Contract Disputes; What is not insured.</p> <p>COVER: Vehicle Cloning; What is not insured.</p>
<p>Territorial limits:</p> <p>The policy cover applies to accidents that happen in the territorial limits of Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Andorra and Liechtenstein in relation to uninsured loss recovery and personal injury, and Great Britain, Northern Ireland, Isle of Man, Channel Islands in relation to all other claims.</p>		<p>DEFINITIONS: Territorial Limits</p>

Cancellation right

You may cancel this policy and receive a full refund if you inform us within 14 days of buying the policy or receiving your policy documents (whichever is later) as long as no claims have been made.

Should you cancel outside of the 14 day cancellation period, no refund of premium will be given.

Please contact the participating agent on the telephone number detailed in the selling broker section of your insurance schedule which was issued with this policy.

Duration of cover

The period of your motor insurance policy which runs alongside this Motor 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 please call 0333 005 0349 and quote "AUXCARMLP16".

How to make a complaint

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 SR 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

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer.

If we have given you a final response and you are still unhappy, or more than 8 weeks have passed since we received your original complaint, you may refer your complaint to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London, E14 9SR. Email complaint.info@financial-ombudsman.org.uk or go online www.fos.org.uk. Tel: 0800 0234 567 or 0300 123 9 123.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Terms and conditions

DEFINITIONS

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

Appointed Agents means 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 means 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 means (as the context requires):

- 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;
- The defence of civil legal cases and criminal prosecutions in relation to the Insured Vehicle being cloned.

Costs means Opponents Costs, Own Costs and Own Disbursements.

Insured Incident means 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, an Insured Person and have occurred within the Territorial Limits and during the Period of Insurance.

Insured Person means 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 means 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 means 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 means the maximum sum of £100,000 in relation to Uninsured Loss recovery & personal injury or motor prosecution defence or £50,000 in relation to all other Claims that the Underwriters will pay for any one Claim or in the aggregate of any one Period of Insurance, in respect of Costs, incurred in relation to the Legal Proceedings occurring in the Period of Insurance.

Motor Insurance Policy means 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 means 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:

1. agrees to pay;
2. becomes liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or

3. becomes liable to pay by discontinuing the Claim under Part 38 of the Civil Procedure Rules.

Own Costs means 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 means 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 means the insurance intermediary, firm or company who are authorised to sell this Policy to the Policyholder on Our behalf.

Period of Insurance means the period of Your Motor Insurance Policy which runs alongside this Motor Legal Protection Policy and does not exceed 12 months.

Policy means this Policy of insurance.

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

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

Prospects of Success means that 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 means Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Andorra and Liechtenstein in relation to Uninsured Loss recovery and personal injury and Great Britain, Northern Ireland, Isle of Man, Channel Islands in relation to all other Claims.

Third Party means (as the context requires)

- 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 vehicle cloning, the claimant against You
- for motor contract disputes, Your opponent (whether a claimant or a defendant).

Underwriters means Inter Partner Assistance S.A which is fully owned by the AXA Assistance Group managed on their behalf by Arc Legal Assistance Limited.

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

We, Us, Our means Auxillis Limited or Arc Legal Assistance Limited acting on behalf of the Underwriters.

You, Your means 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;

- For an agreement You have entered into with another person or organisation.
- For stress, psychological or emotional injury unless it arises from You suffering physical injury.
- For any personal injury if the claim would ordinarily proceed in the small claims track.

Motor Prosecution Defence

What is insured

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

What is not insured:-

Claims;

- For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non prescribed drugs.
- For 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

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.

Vehicle Cloning

What is insured

You are covered for Costs to defend a Claim arising from use of the Insured Vehicle's identity by another person or organisation without Your permission.

What is not insured:-

Claims:

- Where the Insured Vehicle's Identity has been copied by somebody living with You.
- Where You did not act to take action to prevent Yourself from further instances of vehicle cloning following an Insured Incident.
- For any losses (other than Costs) incurred by You as a result of the Insured Vehicle's Identity being copied without Your permission.

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. Opponent's 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 caused by 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 & personal injury.
11. Any Claim or Legal Proceedings made, commenced or brought by the Insured Person outside of the Territorial Limits.
12. In relation to personal injury claims only, any Costs incurred in representation in the small claims track or any other proceedings where costs cannot be recovered from the Third Party.
13. Claims made between the Policyholder and Insured Persons or between other Insured Persons.
14. Own Costs, Own Disbursements and Opponent's Costs incurred in respect of a Claim where Your motor insurer repudiates the Motor Insurance Policy or otherwise refuse to become involved in the Insured Incident
15. Claims where the Insured Person:
 - (a) Takes action without first obtaining Our consent or;
 - (b) Causes delay or fails to respond to requests for assistance from Us or the Appointed Legal Representative.
16. Claims arising from:
 - (a) Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
 - (c) Riot, civil commotion, war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or use of power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government.
17. Any Claim where We or the Appointed Legal Representative deem there are no Prospects of Success.
18. Claims for damage to any property or any related loss, expense or costs that are indirectly caused by the Insured Incident which led to a Claim.
19. Any Claim arising from the theft or attempted theft of the Insured Vehicle.
20. Any undertaking the Insured Person gives to the Appointed Legal Representative, or which the Insured Person or the Appointed Legal Representative gives to any person about payment of fees or expenses unless We have given prior written authority.
21. Any costs or liability You incur or an Insured Person incurs for any services supplied to You or an Insured Person.

CONDITIONS

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 a Claim

You must promptly, and in any event within 180 days of it occurring, report to Us any incident which may give rise to a Claim under this Policy by telephoning:

- (i) in relation to an Uninsured Loss recovery Claim the claims helpline on 0344 571 2717; or
- (ii) for any other Claim the claims helpline on 0333 005 0349.

In each case You will need to confirm You are insured with the Participating Agent and provide Your Policy number, the Insured Vehicle registration number, date of the incident giving rise to a Claim and any supporting details/information

required to deal with 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

(a) We have the right to make investigations into every matter that is or might be an Insured Incident.

(b) 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.

(c) 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 civil proceedings relating to the Claim on their behalf.

(d) Except where Legal Proceedings need to be issued or 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

(a) 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.

(b) The Insured Person must allow Us direct access to the Appointed Legal Representative at all times in relation to any Claim.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

j) 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.

k) 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:

- (a) in the event of any breach of Policy terms and conditions;
- (b) if You do not hold a valid Motor Insurance Policy at the time of the Insured Incident for the vehicle involved.
- (c) if Your motor insurers are entitled to avoid the Motor Insurance Policy or refuse indemnity.
- (d) 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.
- (e) 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.
- (f) if an Insured Person makes any claim under this Policy, which is fraudulent, misleading or false.
- (g) 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

The Insured Person must notify Us immediately of any change to the information they have provided, which may or does affect this Policy.

11. Complaints

If the Insured Person wishes to make a complaint about the service provided under this Policy 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 the Insured Person wishes to make a complaint about a claims decision under this Policy, please contact Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE. 01206 615000. Email customerservice@arcllegal.co.uk

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer.

If We have given Our final response and You are still unhappy, or more than 8 weeks have passed since We received the original complaint, You may refer Your complaint to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Tel: 0800 0 234 567 or 0300 123 9123. Email: complaint.info@financial-ombudsman.org.uk or go online www.fos.org.uk.

12. Cancellation by You

You may cancel this Policy and receive a full refund if You inform Us within 14 days of buying the Policy or receiving Your Policy documents (whichever is later) as long as no Claims have been made.

Should You cancel outside of the 14 day cancellation period, no refund of Premium will be given.

Please contact the Participating Agent on the telephone number detailed in the selling broker section of Your insurance schedule which was issued with this Policy.

13. 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.

14. 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.

15. Governing law & language

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

16. Whole agreement

This Policy contains the entire agreement between You and any Insured Person claiming under it and the Underwriters and the Appointed Agents on their behalf and no other representation or warranty by the Insured Person or Us or their authorised representatives or any third party shall have any contractual effect unless agreed by all parties in writing. Administered by Auxillis Limited which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracklen Hill Business Park, Peterlee, County Durham SR8 2RR.

Managed on behalf of Inter Partner Assistance S.A. by Arc Legal Assistance Ltd, authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE

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

IPA address details are:
Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998

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

17. Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0207 741 4100 or 0800 678 1100. The FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Email: enquiries@fscs.org.uk

DATA PROTECTION & PRIVACY STATEMENTS

Data Transfer Consent

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

Data Protection Policy

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

Sensitive Information

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

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

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

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

Neither Auxillis Limited, Arc Legal Assistance nor InterPartner Assistance SA discloses Your information to anyone outside their respective groups except:

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

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

Your Rights

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

Marketing

Auxillis Limited, Arc Legal Assistance nor Inter Partner Assistance SA will use Your data for marketing purposes. All information provided is used to manage Your insurance policy only.

Call Recording

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

Text Relay Service: Should You wish to talk to Us using a textphone, please call Us using the Text Relay service on 18001 followed by 0344 571 2717.