

# Your Legal Protection

Policy Documents



*We made it, who better to protect it?*

**Vauxhall Insurance**

## Vauxhall Motor Legal Protection

If you are unlucky enough to be involved in a motor accident which was not your fault, it is essential that you have legal representation to ensure that you are not left out of pocket for any expenses that you incur and that you receive adequate compensation for any injuries you may have suffered.

Motor Legal Protection will arrange and pay for a solicitor to pursue recovery against the negligent party of your uninsured losses such as your insurance policy excess or if you were not insured comprehensively the vehicle repair costs, replacement hire charges or loss of use of your vehicle and damage to personal items etc. If you or your passengers were injured in the accident our solicitors will also seek compensation on your / your passengers' behalf.

As well as covering accident claims, Motor Legal Protection can also arrange and pay for a solicitor to defend you against motoring prosecutions and act for you in disputes relating to the sale or purchase of your vehicle or goods or services connected with its use.

Up to £100,000 of cover is available for accident claims that occur anywhere within the European Union to meet our solicitor's costs as well as expert witnesses and court fees. Your opponent's costs are also covered if awarded against you.

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## Certificate of Insurance

This insurance is underwritten by Inter Partner Assistance SA and administered on their behalf by **Arc** Legal Assistance Limited.

Only **Adviser's Costs** incurred on the **Insured's** behalf by Carpenters Solicitors or their agents are covered under this insurance until **Court Proceedings** are issued or a conflict of interest arises. Where, following the issue of **Court Proceedings** or a conflict of interest arising, the **Insured** has elected to use an adviser of their own choice the **Insured** will be responsible for any **Adviser's Costs** in excess of **Arc's Standard Adviser's Costs**.

The **Underwriter** agrees to indemnify the **Insured** in consideration of the **Premium** paid or to be paid subject to the following terms, conditions and exclusions of this policy.

This insurance covers:

**Adviser's Costs** incurred in an **Action** up to the **Indemnity limit** where:

- a) The **Insured incident** takes place in the **Insured period** within the **Territorial limits**; and
- b) The **Action** takes place in the **Territorial limits**.

## Sections of Cover

### Section 1 - Uninsured Loss Recovery and Personal Injury

The **Insured** is covered for **Adviser's Costs** to pursue damages claims arising from a road traffic accident whilst he is in, boarding or alighting the **Vehicle** against those whose negligence has caused his injury or death or caused him to suffer loss of his insurance policy excess or other out of pocket expenses.

### Section 2 - Defence of Motoring Prosecutions

The **Insured** is covered for **Adviser's Costs** to defend motoring prosecutions in respect of an offence, punishable by penalty endorsement only, arising from the **Insured's** use of the **Vehicle**. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of **Arc**.

### Section 3 - Motor Contract Disputes

The **Insured** is covered for **Adviser's Costs** to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the **Vehicle** including the **Vehicle** itself. The contract for the sale or purchase must have been made during the **Insured period** and at least £250 inc. VAT must be in dispute.

## Definitions

### Insured / You / Your

Section 1 and 2: The person responsible for insuring the **Vehicle** declared to **Arc** and the authorised driver and passengers in it.

Section 3: The person responsible for insuring the **Vehicle** declared to **Arc**.

### Insured period

The period of insurance declared to **Arc**.

### Premium

The **Premium** paid by the **Insured** for this policy.

### Territorial limits

Section 1: The European Union.

Section 2 and 3: Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

### Adviser's Costs

Reasonable legal fees and disbursements incurred by the **Adviser** with **Arc's** prior written authority. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against the **Insured** and paid on the standard basis of assessment.

### Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred by **Underwriters** in using a nominated **Adviser** of **Arc's** choice.

### 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** and the defence of criminal motoring prosecutions in relation to the **Vehicle**.

### Court Proceedings

The Service of **Court Proceedings**.

### Indemnity limit

The maximum amount payable in respect of an **Insured incident** which is **£100,000** under Section 1 and **£25,000** under Section 2 and 3.

### Insured incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

### Vehicle

The **Vehicle** declared to **Arc** including a caravan or trailer whilst attached to it.

### Arc

**Arc** Legal Assistance Ltd who administer this insurance on behalf of the **Underwriters**.

### Adviser

Carpenters Solicitors or their agents appointed by **Arc** to act for the **Insured**, or, and subject to **Arc's** agreement, where **Court Proceedings** have been issued or a conflict of interest arises, another legal adviser nominated by the **Insured**.

### Underwriters

Inter Partner Assistance S.A.

## Exclusions

- 1 There is no cover where:
  - a) The **Insured incident** began to occur or had occurred before the **Insured** purchased this insurance.
  - b) The **Insured** fails to give proper instructions to **Arc** or the **Adviser** or respond to a request for information or attendance by the **Adviser** within a reasonable period of time.
  - c) A reasonable estimate of **Your Adviser's Costs** is greater than the amount in dispute other than under Section 1.
  - d) The **Insured's** act or omission prejudices his or the **Underwriter's** position in connection with the **Action**.
  - e) **Adviser's Costs** have not been agreed in advance or exceed those for which **Arc** has given its prior written approval.
- 2 There is no cover:
  - a) For **Adviser's Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
  - b) For the amount of **Advisers' Costs** in excess of **Arc's Standard Adviser's Costs** where **You** have elected to use an **Adviser** of **Your** own choice.
  - c) For damages, interest fines or costs awarded in criminal courts.
  - d) Where the **Insured** has alternative legal expenses cover.
  - e) For claims made by or against the **Underwriters, Arc**, the **Adviser**, General Motors, GMAC, Provident Insurance or Auto Indemnity.
  - f) For any claim where at the time of the **Insured incident** the **Insured** was disqualified from driving, did not hold a licence to drive or the **Vehicle** did not have a valid MOT certificate or Road Fund Licence or comply with any laws relating to its ownership or use.
  - g) For a claim arising from an allegation of a deliberate criminal act or omission of the **Insured**.
  - h) For a claim arising from an allegation that the **Insured** was in control of the **Vehicle** whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
    - i) Where the **Insured's** motor insurers repudiate the motor insurance policy or refuse indemnity.
    - j) For any claim arising from racing, rallies, competitions or trials.
    - k) For a claim for breach of contract other than under Section 3.
    - l) For **Adviser's Costs** beyond those for which **Arc** has given its prior written approval.
    - m) For an application for Judicial Review.
    - n) For appeals without the prior written consent of **Arc**.
    - o) Prior to the issue of **Court Proceedings**, for the costs of any legal representative other than those of the **Adviser** unless a conflict of interest arises.
    - p) For **Adviser's Costs** where the amount in dispute relates to credit hire charges or credit repair costs.
    - q) For **Adviser's Costs** incurred in Part 8 Costs Proceedings under the Civil Procedure Rules.
    - r) For any **Action** that **Arc** reasonably believes to be false, fraudulent, exaggerated or where the **Insured** has made miss-representations to the **Adviser**.
    - s) 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.
    - t) For any claim directly or indirectly arising from stress, psychological or emotional injury.
- 3 Contracts (Rights of Third Parties) Act 1999  
A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any Right or remedy of a Third Party which exists or is available other than by virtue of this Act.

## Conditions

- 1 Claims
  - a) The **Insured** must notify claims as soon as reasonably possible within 180 days of the **Insured incident**.
  - b) **Arc** shall appoint the **Adviser** to act on the **Insured's** behalf.
  - c) **Arc** may investigate the claim and take over and conduct the **Action** in the **Insured's** name. Subject to the **Insured's** consent which shall not be unreasonably withheld **Arc** may reach a settlement of the **Action**.
  - d) The **Insured** must supply at his own expense all of the information which **Arc** reasonably requires to decide whether a claim may be accepted. If **Court Proceedings** are required or a conflict of interest arises, and the **Insured** wishes to nominate an **Adviser** to act for him he may do so. Where **You** have elected to use an adviser of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Arc's Standard Advisers' Costs**. The **Adviser** must:
    - i. Confirm in writing that he will enable the **Insured** to comply with his obligations under this insurance.
    - ii. Agree with **Arc** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative **adviser** and this nomination shall be binding.
  - e) The **Adviser** will:
    - i. Provide a detailed assessment of the **Insured's** prospects of success including the prospects of enforcing any judgement obtained without charge.
    - ii. Keep **Arc** fully advised of all developments and provide such information as **Arc** may require.
    - iii. Keep **Arc** regularly advised of **Adviser's Costs** incurred.
    - iv. Advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc's** advice such offers or payments are not accepted there shall be no further cover for legal costs unless **Arc** agrees in its absolute discretion to allow the case to proceed.
- 2 Disputes  
Any disputes between the **Insured** and **Arc** in relation to **Arc's** assessment of the **Insured's** prospects of success in the case or nomination of solicitor shall 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.
- 3 Reasonable Prospects  
At any time **Arc** on behalf of the **Underwriters** may form the view that the **Insured** does not have a reasonable  
  - v. Submit bills for assessment or certification by the appropriate body if requested by **Arc**.
  - vi. Attempt recovery of costs from the Third Parties.
  - vii. Agree with **Arc** not to submit a bill for **Adviser's Costs** to **Underwriters** until conclusion of the **Action**.

## Conditions - continued

prospect of success in the **Action** he is proposing to take or is taking. If so, **Arc** may decline support or any further support. In forming this view **Arc** may take into account:

- a) Whether **Adviser's Costs** are disproportionate to the value of the damages being claimed in the **Action**.
  - b) The fact that a reasonable person without legal expenses insurance would not wish to pursue the matter.
  - c) The prospect of being able to enforce a judgement.
  - d) The fact that the **Insured's** interests could be better achieved in another way.
  - e) Whether the **Insured** has a reasonable prospect of succeeding in the **Action**.
- 4 English Law  
This contract is governed by English Law unless otherwise agreed.
  - 5 Language  
The language for contractual terms and communication will be English.
  - 6 Cancellation  
The **Insured** may cancel this insurance at any time by providing fourteen days notice to Vauxhall Motor Insurance. If the **Insured** wishes to cancel this insurance after the fourteen days cooling off period, we will not be obliged to give a refund.

Vauxhall Motor Insurance or **Arc** may cancel the insurance by giving fourteen days notice in writing to the **Insured** at the address shown on the schedule, unless otherwise a change of address has been notified to Vauxhall Motor Insurance. No refund of **Premium** shall be made. Vauxhall Motor Insurance Sales and Service Team can be contacted on 0844 84 85 840 and will be happy to help with any cancellation requests.

## To Make a Claim

### Section 1 - Uninsured Loss Recovery and Personal Injury

The **Insured** should call Vauxhall Motor Insurance on 0844 84 85 844 to report a claim under the motor insurance policy. Vauxhall Motor Insurance will send details of the **Insured's** claim to the **Adviser** who will contact the **Insured** to discuss any uninsured loss or personal injury claims or any assistance the **Insured** requires in relation to a hire car or **Vehicle** repairs.

### Section 2 and 3 - Defence of Motoring Prosecutions and Motor Contract Disputes

The **Insured** should telephone the legal helpline number on the next page to obtain advice and request a claim form. Upon return of a completed claim form **Arc** will assess the claim and if covered, send details to the **Adviser** who will then contact the **Insured** directly.

Unless a conflict of interest arises the **Insured** is not covered for legal fees incurred before **Court Proceedings** are issued unless he uses Carpenters Solicitors or their agents which **Arc** will appoint to act for him.

## Legal Helpline

The **Insured** may contact the 24-hour, 365 days a year legal helpline for legal advice on any motoring matter of concern.

Telephone 0870 350 5712 and quote "Vauxhall Motor Legal Protection" to enable the helpline to deal with **Your** query claim.

The legal helpline service is operated on behalf of **Arc** by the Carpenters Solicitors. Calls may be recorded for training and verification purposes.

## Data Protection Act

The details of the **Insured**, the **Insured's** insurance cover and claims will be held by **Arc** and or the **Underwriters** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## Customer Service

**Arc's** aim is to get it right, first time, every time. If **Arc** make a mistake, they will try to put it right promptly.

If the **Insured** is unhappy with the service that has been provided, he should contact **Arc** at the address below. **Arc** will always confirm to the **Insured**, within five working days, that they have received the **Insured's** complaint. Within four weeks the **Insured** 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 the **Insured** 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. After eight weeks, if the **Insured** is not satisfied with the delay, he may refer the matter to the Financial Ombudsman Service. The **Insured** can also refer to the Financial Ombudsman Service if he cannot settle his complaint with **Arc**.

**Arc's** contact details are:

Arc Legal Assistance Ltd  
P O Box 8921  
Colchester CO4 5YD

Tel: 0870 350 4400  
Email: enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Tel: 0845 080 1800  
Website: www.financial-ombudsman.org.uk



**INSURANCE**



**VAUXHALL**