



Motor Legal Expenses Policy Wording

MLE0723

WELCOME

What does ALPS Motor Legal Expenses provide?

Insurance cover for legal costs for certain types of disputes.

Motor Claims Helpline: 01260 241000

Need to make a claim? Call the 24-hour claims reporting / advice line on **01260 241000**

If **you** require an audio version of this document in braille or a copy in braille, please contact **us** on **01260 241000**

TERMS OF COVER

This insurance is managed and provided by Auto Legal Protection Services Limited ("ALPS"). 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, **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

The insurance covers advisors costs as detailed under the separate sections of cover, up to the **maximum amount payable** where:

- a) The **insured incident** takes place in the **insured period** and within the **territorial limits**; and
- b) 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 **underwriters** in connection with the **legal action**.

DEFINITIONS

Where the following words appear in bold 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**.

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 within the **territorial limits** where this cover applies at the time of the **insured incident**.

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.

Insured Period

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

Insured 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 insured vehicle.

Legal Action

- The pursuit of civil proceedings and appeals against judgement following a **road traffic accident**.
- The defence of criminal motoring prosecutions in relation to the **vehicle**.
- The pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the **vehicle**
- The defence of claims arising from vehicle cloning
- The pursuit of illegal clamping or towing fees

Maximum Amount Payable

The **maximum amount payable** in respect of an **insured incident** is £100,000.

Road Traffic Accident

A collision in the **territorial limits** involving the **vehicle** and at least one other vehicle, occurring during the **insured period** for which **you** are not at fault and for which another known insured party is at fault.

Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred by **underwriters** in using a nominated **adviser** of **our** choice.

Territorial Limits

Uninsured Loss Recovery & Personal Injury: The United Kingdom and the European Union.

All other sections of cover: The United Kingdom, the Channel Islands and the Isle of Man.

Underwriters

AmTrust Europe Limited

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

Auto Legal Protection Services Limited (ALPS).

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 section of cover.

COVER

Uninsured Loss Recovery & Personal Injury

What is Covered

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; and/or
- Against those whose negligence has caused **you** to suffer loss of **your** insurance policy excess or other out of pocket expenses.

What is not Covered

Claims:

- Relating to 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.

Motor Prosecution Defence

What is Covered

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

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, non-prescribed drugs or prescription medication where **you** have been advised by a medical professional not to drive.
- 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.
- 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 Covered

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

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 Covered

You are covered for **advisers' costs** to defend a **legal action** arising from use of the **vehicle's** identity by another person or organisation without **your** permission.

What is not Covered

Claims:

- Where the **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**.

- c) For any losses (other than **advisers' costs**) incurred by **you** as a result of your **vehicle's** identity being copied without **your** permission.

Illegal Clamping and Towing

What is Covered

Advisers' costs to pursue the recovery of illegal clamping or towing fees related to the **vehicle**.

What is not Covered

Claims:

- a) Where the clamping or towing of the **vehicle** has been carried out with lawful authority.
- b) For the defence or payment of any costs relating to damage inflicted by **you** upon the clamping device.
- c) For any losses (other than **advisers' costs**) incurred by **you** as a result of the illegal clamping or towing of **your vehicle**.

GENERAL EXCLUSIONS

There is no cover:

- a) Where the **insured incident** 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) For claims made by or against the **underwriters, us** or the adviser.
- f) Where a reasonable estimate of **your advisers' costs** is greater than the amount in dispute.
- g) Where **your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- h) For any claim arising from racing, rallies, competitions or trials.
- i) For an application for judicial review.
- j) For appeals without **our** prior written consent.
- k) For any **legal action** that **we** reasonably believe to be false, fraudulent, exaggerated or where **you** have made misrepresentations to the **adviser**.
- l) Where at the time of the **insured incident you** were disqualified from driving, did not hold a licence to drive or the **vehicle** did not have a valid MOT certificate or tax disc or comply with any laws relating to its ownership or use.
- m) For disputes between the **adviser** and any other party which is only over the level of **advisers' costs**.
- n) For **your** solicitors' own costs above those that would be recoverable through a court from **your** opponent, including any amount charged on a contingency basis.
- o) Where providing it would expose the **underwriters** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America
- p) For any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system.

CONDITIONS

1. Claims

- a) **You** must notify **us** as soon as possible and within a maximum of 90 days once **you** become aware of the **insured incident**. 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 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) If any claim made by **you** or anyone acting on **your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- terminate **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **your** insurance is terminated from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

f) 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 **underwriters** until conclusion of the **legal action**.

g) In the event of a dispute arising as to costs **we** may require **you** to change **adviser**.

h) **Underwriters** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.

i) **You** shall supply all information requested by the **adviser** and **us**.

j) **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**.

k) **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 positive outcomes 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. Proportionality

We will only pay **advisers' costs** that are proportionate to the amount of damages that **you** are claiming in the **legal action**. **Advisers' costs** in excess of the amount of damages that **you** are able to claim from **your** opponent will not be covered.

4. 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.

5. 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.

6. Cancellation

You may cancel this insurance at any time by writing to **your** insurance advisor 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. If you choose to cancel your policy after 14 days from the start date of your insurance, then no refund of premium is payable.

We may cancel the insurance by giving fourteen 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.

7. Important Information

If **you** are a private individual the following applies to **you**:

Giving Us all the important information

When the **underwriters** accept **your** application for this insurance, they will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate the extent of cover may be affected and:

- **we** may cancel **your** policy and refuse to pay any claim or
- **we** may not pay any claim in full.

We will write to **you** if **we**:

- intend to cancel **your** policy; or
- need to amend the terms of **your** policy; or require **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given is incomplete or inaccurate, **you** must inform **your** insurance advisor

If **you** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **you**:

Your Duty of Disclosure

Under the Insurance Act 2015 **you** have a duty to make fair presentation of the risk to the **underwriters** before this policy starts, at each renewal and when **you** make any amendment(s) to cover.

This means **you** must:

- a) disclose all material facts of which **you** know or ought to know.
- b) make the disclosure in a reasonably clear and accessible way.
- c) make sure that every material representation of fact is substantially correct and made in good faith.

What is a Material Fact?

A material fact is Information that would influence the **underwriters**' decision as to whether to insure **you** and, if so, on what terms. For the purposes of the duty of fair presentation, **you** are expected to know the following;

- (a) If **you** are an individual (such as a sole trader or individual partner) what is known to **you** and anybody who is responsible for arranging this insurance, or
- (b) if **you** are not an individual (such as a limited company or partnership):
 - what is known to anybody who is part of **your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **your** activities are to be managed or organised or anybody who is responsible for arranging this insurance).
 - what should reasonably be revealed by a reasonable search of the information available to **you**. The information may be held within **your** organisation (including, for example, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance).
 - If the insurance is intended to insure subsidiaries, affiliates, or other parties, **you** are expected to have included them in **your** enquiries and inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.
- (c) Whether **you** are an individual or not, what should reasonably be revealed by a reasonable search of the information available to **you**.

Breach of duty

If **you** breach **your** duty to make fair presentation of the risk to the **underwriters**, then:

- where the breach was deliberate or reckless, **we** may avoid this policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **underwriters** would not have agreed to provide cover under the policy on any terms, **we** may avoid this policy and refuse all claims, but **we** will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, the **underwriters** would have agreed to provide cover under this policy but on different terms (other than premium terms), **we** may require that this policy includes such different terms with effect from its commencement, and/or
- where the breach was neither deliberate nor reckless and, but for the breach, the **underwriters** would have agreed to provide cover under this policy but would have charged higher premiums, their liability for any loss amount payable shall be limited to the proportion that the premium they charged bears to the higher premium that they would have charged.
For example: if, due to a breach of fair presentation, **you** were charged a premium of £100 but should have been charged £200, then for any claim submitted and agreed at a settlement value of £50, **you** will only be paid £25.

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.

CUSTOMER SERVICES INFORMATION

How to Make a Claim

To make a claim, please use one of the following methods.

By Internet

To notify your claim online, please visit our claims website: **valid8.alpsltd.co.uk** where you will be able to create an account and register your claim and submit documents via our portal.

How to Claim By Email

Please email a copy of your documents to claim@alpsltd.co.uk

By Phone

To speak to our claims team and report the details of your claim, please call: **01260 241000**.

Unless a **conflict of interest** arises **you** are not covered for legal fees incurred before court proceedings are issued unless **you** use **our** panel solicitors or their agents which **we** will appoint to act for **you**.

Privacy and Data Protection Notice

1. Data Protection

Auto Legal Protection Services are committed to protecting and respecting **your** privacy in accordance with the current **Data protection legislation** ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit <https://www.alpsltd.co.uk/>.

2. How We Use Your Personal Data and Who We Share It With

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

4. Disclosure of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, please see website for full address details.

The **Underwriters'** Data Protection Notice

AmTrust Europe Limited will keep **your** personal information safe and private. There are laws that protect **your** privacy and they follow them carefully. Under the laws, AmTrust Europe Ltd is the company responsible for handling **your** information (Data Controller). Here is a simple explanation of how they use **your** personal information. For more information visit their website at www.amtrusteurope.com

What they do with your personal information

They might need to use the information they have about **you** for different reasons.

For example, they might need it:

- to run through their computerised system to decide if they can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
- to provide **you** with information, products or services if **you** ask them to.
- for research or statistics.

They will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and them against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **your** health or any criminal convictions **you** might have. They might need this kind of information to decide if they can offer **you** this insurance or to help **you** with a claim. They will only use this information for these specific reasons and in line with regulatory conditions.

They might need to share **your** information with other companies or people who provide a service to them or to **you** on their behalf. They include companies that are part of their group, people they work with, insurance brokers, their agents, reinsurers, credit agencies, medical professionals, insurance reference bureaux, fraud detection agencies, regulatory authorities and anyone else they might need to share it with by law. They will only share **your** information with them if they need to and if it is allowed by law.

Sometimes they might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. They make sure that **your** information is always kept safely and treated in line with the law and this notice.

You can tell them if **you** do not want them to use **your** information for marketing. **You** can also ask them to provide **you** with the information they have about **you** and, if there are any mistakes or updates, **you** can ask them to correct them. **You** can also ask them to delete **your** information (although there are some things they cannot delete). **You** can also ask them to give **your** information to someone else involved in **your** insurance. If **you** think they did something wrong with **your** information, **you** can complain to the local data protection authority.

They will not keep **your** information longer than they need to. They will usually keep it for 10 years after **your** insurance ends unless they have to keep it longer for other business or regulatory reasons.

If **you** have any questions about how they use **your** information, **you** can contact their Data Protection Officer. **You** can find their contact details on their website (www.amtrusteurope.com).

Complaints Procedure

We are committed to providing you with the highest standard of service and customer care. **We** realise however, that there may be occasions when **you** feel that **you** did not receive the standard of service **you** expect.

We hope **you** will be completely happy with this insurance but if something does go wrong, **we** would like to know about it.

We will do our best to resolve the issue and make sure it doesn't happen again. This complaints procedure does not affect **your** statutory rights.

Complaints about the Sale of this Insurance

If **you** have any concerns regarding the sale of this insurance, please contact your insurance broker.

Complaints about the administration of this policy or a claim

Auto Legal Protection Service Limited (ALPS) aim to give our insured a high level of service at all times. However if **you** have a complaint about your policy please contact:

ALPS Limited, Sunnyside Mill, Highfield Road, Congleton, Cheshire CW12 3AQ.
Telephone: 01260 241555
Email: complaints@alpsltd.co.uk

We will contact **you** and handle **your** complaint on **our** behalf. **We** will contact **you** within three working days of receiving **your** complaint to inform **you** of what action is being taken. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks **we** will tell you when **you** can expect an answer.

In the event that **you** are unhappy with the response to **your** complaint, or **you** have not received a response within 8 weeks of the date **your** complaint was received, **you** may be eligible to refer your case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving a final response from the **underwriters**, or from **us** on their behalf. Further information can be found at: www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when the insurer has not been able to resolve matters to **your** satisfaction and the service **they** provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **you** have to take action against **us**.

Compensation

We and the **underwriters** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** or the **underwriters** are unable to meet **our** 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.

Authorisation

Auto Legal Protection Services is authorised and regulated by the Financial Conduct Authority, Firm Reference Number is 300906.

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.

Auto Legal Protection Services Ltd (ALPS). Registered office. Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ. Company number 3676991. FCA number 300906.

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