

## Motor Legal Protection Cover



# About your cover

This is **your** Motor Legal Protection policy. This cover will run alongside **your** car insurance policy, provided by Provident Insurance, a trading name of Covea Insurance plc, for the **period of insurance**, as detailed on **your policy schedule**, for which you have paid or agreed to pay the premium.

This policy is provided by **Covéa Insurance** and administered by **Arc** on behalf of **Covéa Insurance**.

Subject to the terms and conditions of this policy, **we** will:

- cover **you** and any **passengers** in **your car** to pursue **uninsured losses** when **you** have been involved in an **accident** where a **third party** is held responsible and **you** are not to blame.
- cover legal costs to help defend **you**, if **you** are prosecuted for a motoring offence.

The information in this document is important and the terms, conditions, and exclusions form part of the contract with **us**. Please take time to read through all of **your** policy documents to make sure this cover meets **your** needs and **you** understand what cover **you** have and are entitled to claim for. Please contact **us** on 03300 240 123, if **you** need any further information.

## How to claim

### Uninsured losses

Please call **us** on 03300 240 242 as soon as possible if **you** want to make a claim for **uninsured losses**, quoting **your** policy number which can be found on **your policy schedule**.

### Motor prosecution defence

If **you** are notified by the police or the Crown Prosecution Service that **you** may be prosecuted for a motoring offence, please call on 03300 990 080 as soon as possible.

### Legal advice helpline

**Your** policy entitles **you** to use a free legal advice helpline service. This service is available to give **you** legal advice on any motor legal matter.

Call the legal helpline on: 03300 990 080, this service is available 24 hours a day, 365 days a year.

# Definitions

The following defined words are printed in bold type throughout this document and the meanings of these words are set out below.

## **Accident**

An **accident** between **your car** and a **third party**, which occurs during the **period of insurance**.

## **Arc**

**Arc** Legal Assistance Ltd a company registered in England and Wales under number 4672894. **Arc** Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority.

## **Conflict of interest**

There is a **conflict of interest**, if **Arc** administers and/or arranges cover for **legal expenses** on behalf of any other party in the dispute which is the subject of a claim under this policy.

## **Covéa Insurance**

Covea Insurance plc a company registered in England and Wales under number 613259. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## **Great Britain (GB)**

England, Scotland and Wales.

## **Hebble Law**

**Hebble Law** is a trading name of Hebble Law Limited a company registered in England and Wales under number 3322866. **Hebble Law** is a licenced body which is authorised and regulated by the Solicitors Regulation Authority No. 619556. **Hebble Law** is a member of the Covea Group in the UK.

## **Insured driver**

A person shown on the certificate of insurance as a person allowed to drive **your car** and who is not excluded from driving under the conditions and exclusions of the policy.

## **Legal expenses**

Legal fees, costs and expenses charged by the **solicitors** in connection with a claim for **uninsured losses** or the defence of a motoring prosecution, which will be assessed on a **standard basis** in connection with the **legal proceedings** or in line with costs as set out in the Civil Procedure rules. This also includes any costs which **you** have to pay by order of a court, tribunal or arbitrator in connection with and/or arising from the **legal proceedings**.

## **Legal proceedings**

Any civil or criminal proceedings arising from an **accident** in **your car**.

## **Period of insurance**

The period of cover shown on **your policy schedule**.

## **Policy schedule**

This forms part of the car insurance policy with Provident Insurance and contains details of **you** and **your car** and particular features of the insurance. If **you** have purchased Motor Legal Protection cover, this will be detailed on **your policy schedule**.

# Definitions

The following defined words are printed in bold type throughout this document and the meanings of these words are set out below.

## **Solicitor**

**Hebble Law** or any other law firm or legal representative who has been appointed by **us**, or **Arc** on **our** behalf or **you** to act on **your** behalf.

## **Standard basis**

The basis of assessment of costs where the court will only allow costs which are proportionate to the claim for **your uninsured losses** or the defence of a motoring prosecution.

## **Standard costs**

The level of **solicitors'** costs that would normally be incurred by **Arc** in using a nominated **solicitor of our** choice.

## **Territorial Limits**

**Great Britain**, Northern Ireland, The Channel Islands, Isle of Man, any country which is a member of the European Union, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.

## **Third party**

The other party or parties involved in the **accident** that is deemed to be responsible.

## **Uninsured losses**

**Your** losses, damage, injury or death arising from an **accident** which is not covered under another insurance policy; for example **your** policy excess, loss of earnings, car hire costs and compensation for personal injuries.

## **We/us/our**

Provident Insurance, which is a trading name of Covea Insurance plc. This motor legal protection insurance is provided by Covea Insurance plc.

## **Your car**

The vehicle specified on **your** certificate of insurance including any attached trailer or caravan being towed.

## **You/your/passenger**

The person named as the insured in **your policy schedule**, or the **insured driver**, or any **passengers in your car** at the time of the **accident**.

# What we can cover you for

## What we can cover you for

### Legal expenses

We will cover the cost of **your legal expenses** and **third party** costs up to £100,000 in pursuing a claim or claims, within the **territorial limits** to recover any of **your uninsured losses** where a **third party** is held responsible for an **accident**. These may include, but are not limited to, loss of or damage to **your car**, loss of or damage to **your** personal property whilst it is in or on **your car**, death or bodily injury to **you** or loss of use of **your car**.

We will select an appropriate **solicitor** to represent **you** under the terms and conditions of this policy. If **we** agree that **legal proceedings** need to be issued or they are issued against **you**, or a **conflict of interest** arises **you** can select a **solicitor** of **your** choice to act on **your** behalf. **You** will be responsible for any **solicitors'** costs in excess of **Arc's standard costs**. The **third party** costs shall be covered if awarded against you.

### Motor prosecution defence costs

We will pay for legal costs incurred by an appropriate **solicitor** up to £25,000 to defend **you**, if **you** are charged with a motoring offence arising while using **your car** in **Great Britain** and for which disqualification from driving is mandatory if **you** are convicted.

If **you** are notified by the police or the Crown Prosecution Service that **you** may be prosecuted for a motoring offence, **you** must call the legal advice helpline on 03300 990 080, which will provide appropriate legal advice. If legal representation is necessary and the prosecution falls within the terms of this policy, **we** will appoint a **solicitor** to deal with **your** case or **you** can select a **solicitor** of **your** choice to act on **your** behalf once proceedings are issued.

Cover for motor prosecution defence costs will end when either:

- charges are withdrawn; or
- where a guilty verdict has been given; or
- final sentence has been passed; or
- the costs exceed £25,000.

If **you** withdraw **your** defence without **our** agreement, **we** will not provide any cover and **you** must then pay back to **us** any costs **we** have paid or incurred under the case or by withdrawing from it.

# What we can cover you for



## Reasonable chance of success

It is a condition of this policy that:

- in relation to civil cases, there is a greater than 50% prospect of **you** recovering damages from the **third party**.
- in relation to criminal cases, there is a greater than 50% prospect of **you** being acquitted or if upon conviction or sentence disqualification from driving is mandatory, a greater than 50% prospect of a plea in mitigation materially affecting the likely outcome.

## Appeals

This policy does not cover **legal expenses** incurred in appealing any final decision of a civil court or against a conviction in a criminal court.

## Where you choose your own solicitor

- **You** must not agree to any **legal expenses** without **Arc's** prior agreement
- **Your** chosen **solicitor** must co-operate with **Arc** at all times and provide **Arc** with updates of all material developments (for example, any offer or payment of settlement)
- **Your** chosen **solicitor** must act for **you** in line with **Arc's** standard terms of appointment (a copy is available on request)

# What we can't cover you for

## What we can't cover you for

**We** will not cover **you** for the following.

- **Legal expenses** or costs incurred in defending a civil claim brought by a **third party** against **you**;
- Any costs relating to an agreement **you** have entered into with another person or organisation;
- Any costs incurred if **you** withdraw from the **legal proceedings** without **our** agreement;
- Any costs incurred as a result of delays caused by **you**;
- Any **legal expenses** that **we** have not agreed to prior to **us** accepting **your** claim or exceed those which **we** have agreed to cover;
- Any **legal expenses** payable to the **solicitor** by **you**, calculated by reference to the damages that **you** recover or the costs that **you** incur.
- Any **legal expenses** where **you** act against **our** advice or the advice of **your** chosen **solicitor**;
- Any additional **legal expenses** arising from, or occurring after, **you** reject an offer of settlement equal to or greater than the damages eventually awarded against the advice of the **solicitor**;
- Any **legal expenses** relating to, or in respect of, any criminal proceedings (apart from motor prosecution defence costs covered under the terms of this policy) or any claim or counter claim brought against you by any other person, firm, organisation or company;
- Any **legal expenses** or costs if **you** make a malicious, false, dishonest or exaggerated claim, a false statement or provide any false or invalid documents to support a claim or fail to respond to or cooperate with **us** or the **solicitor**;
- **Accidents** that happened outside of **your period of insurance**;
- Claims where the **legal proceedings** are in constitutional or international courts or tribunals outside the **territorial limits**;
- Claims when **your car** is not being used in accordance with **your** car insurance policy;
- Any costs where **you** or an **insured driver** did not hold a valid driving licence at the time of the **accident**;
- Any costs that are relating to a claim on **your** car insurance policy that has been cancelled or voided;
- Any loss, damage or liability if any other insurance policy covers the same loss, damage or liability as this policy;
- **Legal expenses** or costs incurred in or arising from an **accident** in respect of which **your** motor insurer has refused to provide indemnity;
- **Legal expenses** or costs relating to stress, psychological or emotional injury unless it arises from suffering physical injury;
- **Legal expenses** or costs incurred in, or arising from:
  - o A dispute with **us** or **Arc**.
  - o A dispute with the **solicitor**.
  - o Disputes relating to the repair, maintenance, purchase, hire, hire purchase or lease of **your car**.
- **Legal expenses** or costs incurred if **you** did not have a valid MOT certificate or a Road Fund Licence for **your car**;
- Any alleged **accident** or motoring offence where **you** are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs;
- Any **solicitors'** 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;
- Any parking offences for which **you** do not get penalty points on your driving licence; or
- Any fines, penalties, compensation or prosecution costs imposed upon **you** or that **you** are ordered to pay arising from a motoring prosecution.

# General conditions

**We** will only provide cover set out in this policy if:

- **You** pass to **us** any correspondence received relating to any claim and provide all relevant information, documents and evidence within **your** knowledge;
- **You** keep the **solicitors** advised of all developments in the **legal proceedings** as soon as possible (for example, any offer or payment of settlement).
- **You** must supply **us** with 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 **solicitor** to act for **you**, **you** may do so. Where **you** have elected to use a **solicitor** of **your** own choice **you** will be responsible for any costs in excess of **Arc's standard costs**. **Your** chosen **solicitor** must represent **you** in accordance with **Arc's** standard terms of appointment which are available on request.

## Cancelling your policy

### If you cancel the policy

If **you** want to cancel this policy within 14 days of buying it or receiving **your** policy documents (whichever is the later), **we** will refund the premium in full, unless **you** have made a claim in which case **we** will not refund any premiums. **We** will also do this if **you** want to cancel the policy within 14 days after the renewal date. If **you** choose not to renew **your** policy, **you** will not be charged for the renewal period, providing **we** receive **your** cancellation instructions before **your** renewal is due.

**You** may cancel the policy at any other time by letting **us** know; please call **us** on 03300 240 123, e-mail [help@providentinsurance.co.uk](mailto:help@providentinsurance.co.uk) or write to Provident Insurance, PO Box 847, Dean Clough, Halifax, HX1 9RE. If **you** cancel this policy after the 14 day cooling off period, no refund of premium will be given and all premiums would be due.

If **you** cancel **your** Provident Insurance Car Insurance policy, this Motor Legal Protection policy will cancel at the same time in line with the cancellation terms outlined in this policy.

### When we may cancel the policy

**We** may cancel the policy by sending **you** seven days' written notice to **your** last known address, if **we** have a good reason for doing so. Some examples of situations where **we** might do this include:

- **you** not paying a premium, including any monthly instalments under a credit agreement, when it is due; or
- **you** providing **us** with incorrect information, and failing to put this right when **we** ask **you** to.

If **we** cancel **your** policy during the **period of insurance**, **we** will not refund any part of the premium.



# Complaints procedure

## Complaints about this policy

If **you** have a complaint about **your** policy or the administration of **your** policy, please contact **Arc** quoting **your** claim reference number or **your** policy number, who will deal with **your** complaint on **our** behalf.

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Tel: 01206 615000

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

## Complaints about the sale of this policy

If **you** are not satisfied with the sale of this policy, please let **us** know straight away by phoning **us** on 03300 240 640.

If **you** want to make a complaint in writing please contact **our** customer relations team at:

Customer Relations Team  
Provident Insurance  
PO Box 847  
Dean Clough  
Halifax  
HX1 9RE

E-mail: [customer.relations@providentinsurance.co.uk](mailto:customer.relations@providentinsurance.co.uk)

**You** may be eligible to refer **your** complaint to the Financial Ombudsman Service. For further details, they can be contacted at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Phone: 0800 0234 567

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Complaints about your solicitor

For any enquiry or complaint **you** have about the **solicitor**, please contact the **solicitor** direct.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be able to get compensation from the FSCS if **we** cannot meet **our** obligations. Motor Legal Protection is covered for 90% of the claim without any upper limit. **You** can get more information about this at [www.fscs.org.uk](http://www.fscs.org.uk) or **you** can phone the FSCS on 0800 678 1100 or 0207 741 4100.

## Law

**You** and **we** can choose the law that governs this insurance contract. Unless **you** and **we** agree differently in writing, English Law will apply. **We** supply the policy documents only in English, and **we** will always communicate with **you** in English.

## Registration and regulatory information

Provident Insurance is a trading name of Covea Insurance plc. Registered Office: Norman Place, Reading, RG1 8DA. Registered in England and Wales no: 613259. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number: 202277. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Hebble Law is a trading name of Hebble Law Limited a company registered in England and Wales under number: 3322866. Hebble Law is authorised and regulated by the Solicitors Regulation Authority No. 619556. Hebble Law is a member of the Covea Group in the UK. Hebble Law's Head/Registered Office address is: Hebble Law Limited, First Floor East, F Mill, Dean Clough, Halifax, West Yorkshire, HX3 5AX. Hebble Law also has a branch office in Liverpool.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Financial Services Register number: 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Registered Office: The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex, CO4 5NE. Registered in England and Wales no: 4672894.

## How we use your information

The personal information, provided by **you**, is collected by or on behalf of Covea Insurance plc and may be used by **us**, **our** employees, agents and service providers acting under **our** instruction for the purposes of insurance administration, underwriting, claims handling and for research, or statistical purposes.

**We** may also share **your** information with reinsurers and regulators, as required by law.

From time to time **we** may need to undertake some of the processing of **your** data in countries outside of the European Economic Area, and in such cases **we** will ensure that there is an agreement in place which gives equivalent assurances as found in current data protection laws.

**We** will collect sensitive information when dealing with **your** policy, **we** will however only collect information that is relevant to **your** policy, its administration or claims handling.

**Your** personal information will be kept secure at all times.

**We** have appointed a Data Protection Officer who is responsible for overseeing how **we** handle **your** information. Please contact **us** if you have any questions about **our** privacy policy or the information **we** hold about **you**. Write to **us** at:

The Data Protection Officer  
Covea Insurance plc  
50 Kings Hill Avenue  
Kings Hill  
West Malling  
Kent  
ME19 4JX

E-mail: [dataprotection@providentinsurance.co.uk](mailto:dataprotection@providentinsurance.co.uk)

Please visit [www.providentinsurance.co.uk/privacy-policy](http://www.providentinsurance.co.uk/privacy-policy) if **you** would like some more detailed information on how **we** share **your** personal information.

## Fraud Prevention and detection

In order to prevent or detect fraud **we** will check **your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers and fraud prevention agencies. Other users of the fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating, by contacting **us**.

## Disclosure of other people's personal information

**You** should show this notice to anyone whose personal information you provide to **us**. **You** must ensure that any such information **you** supply relating to anyone else is accurate and that **you** have obtained their agreement to the use of their data for the purposes set out above.

By providing **us** with information, **you** also provide **us** with **your** agreement and that of any other person whose information **you** provide to the personal information being used for the purposes set out above.

## Your Rights

Under current data protection laws **you** have the right of access to the personal information held about **you** by Covea Insurance plc. **You** can exercise this right by contacting **us**.

**You** have the right to request that **we** correct any inaccuracies in the personal information **we** hold about **you**. Please contact Covea Insurance plc if **your** personal information needs updating.

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Correspondence address: PO Box 847, Dean Clough, Halifax, HX1 9RE

PIM000702 May 2018