



Motorhome Legal Expenses Insurance



Trust us to insure your freedom

The policy wording within relates to 'Endorsement 5 - Legal Expenses Insurance' of your motorhome insurance policy



Claims Helpline: **0344 571 2717**

This extension of cover only applies if shown as an Endorsement on your Motorhome Schedule and you have paid the appropriate premium.

This section of the policy is underwritten by Albany Assistance Limited acting on behalf of the Underwriters, AmTrust Europe Limited.

Separate definitions apply to this Endorsement.

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Definition of Words (applying to this Endorsement)

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

Appointed Agents

Albany Assistance Limited (Albany) which will act on behalf of AmTrust Europe Limited 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 who **We** approve, appointed under the terms and conditions of this **Policy** to act for the **Insured Person**.

Claim

means a civil **Claim** for damages for **Uninsured Losses** arising out of an **Insured Incident**.

Insured Incident

An event caused by a **Third Party** that results in loss or damage to the **Insured Vehicle**, personal property, death or injury to an **Insured Person**. The event must involve the **Insured Vehicle** and have occurred within the **Territorial Limits**.

Insured Person

means **You** and any person authorised to drive the **Insured Vehicle** under **Your Motor Insurance Policy**. Covers 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 motorhome, motorcar, commercial vehicle or trailer attached to those vehicles for which **You** are legally responsible and for which the appropriate **Motor Insurance Policy Payment** has been made which permits **You** to use the public highway.

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 that the ***Underwriters*** will pay for any one ***Claim*** and in the aggregate of any one ***Period of Insurance***, in respect of ***Own Costs***, ***Own Disbursements*** and ***Opponent's 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*** that 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

The insurance intermediary, firm or company who are authorised to sell this ***Policy*** to the ***Policyholder*** on ***Our*** behalf.

Payment

means a payment which needs to be paid to Albany by ***You*** to get the benefit of this ***Policy***.

Period of Insurance

The period of the **Motor Insurance Policy** which runs concurrent with this **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.

Prospects of Success

means it is considered that an **Insured Person** has a 51% or better chance of 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**.

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, Croatia, Andorra and Liechtenstein.

Third Party

The other person(s) and/or party(s) responsible for the **Insured Incident**, excluding an **Insured Person**.

Underwriters

means AmTrust Europe 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 Persons Claim**, unless specifically excluded in this **Policy**, and which are not covered by **Your** underlying **Motor Insurance Policy**.

We, Us, Our

means Albany Assistance Limited acting on behalf of the **Underwriters**.

You, Your

means the **Policyholder**.

Cover

The **Underwriters** upon receipt of **Payment** agree to indemnify an **Insured Person** against **Own Costs**, **Own Disbursements** and **Opponent's Costs** subject to the **Policy** terms, **Limit of Indemnity**, exclusions and conditions herein, in respect of an **Insured Incident**.

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. Legal 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** arising out of 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**.
11. Any **Claim** or **Legal Proceedings** made, commenced or brought by the **Insured Person** outside of the United Kingdom, Isle of Man or Channel Islands.
12. Any **Own Costs** and **Own Disbursements** 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 fail 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 **Claim** where the **Third Party** cannot be traced or identified.
21. 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.

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 the Claim

You must promptly, and in any event within 180 days of it occurring, report to **Us** any accident which may give rise to a **Claim** under this **Policy** by telephoning the claims helpline on 0344 571 2717; **You** will need to confirm **You** are insured with the **Participating Agent** and provide **Your Policy** number, the **Insured Vehicle** registration number, date of accident and any supporting details/information required to pursue 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 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 the **Claim** on their behalf.
- d) Except where **Legal Proceedings** need to be issued 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** and **We** are satisfied that the solicitor is able to deal with the case. The solicitor 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 Person's** 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 **Payment**, 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 please contact the Quality Compliance Executive first by calling 0800 953 7122; or write to The Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham, SR8 2RR.

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 (FOS) at Exchange Tower, London, E14 9SR.

Tel: 0800 0234 567 free for people phoning from a 'fixed line' (eg. a landline at home). 0300 123 9123 free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

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

12. Cancellation by You

You may cancel this product and receive a full refund, subject to any **Insured Person** not making a **Claim**, if **You** inform **Us** within 14 days from receipt of the confirmation letter.

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

Please contact Albany Assistance Ltd, Operations Support, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR or telephone 0344 571 2717.

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 **Payment**.
- **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 Albany 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 Albany Assistance Limited (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189.

These details can be checked on the Financial Services Register by visiting: www.fca.org.uk. AmTrust Europe Limited is registered in England and Wales under number 01229676.

17. Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the **Claim**. Most insurance contracts are covered for 90% of the **Claim** costs. **You** can get more information about the compensation scheme arrangements from the FSCS. The contact information is:

The FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Email: enquiries@fscs.org.uk

Data Protection & Privacy Statements

Data Transfer Consent

By purchasing this insurance **Policy** with AmTrust Europe Ltd (AmTrust) which is administered by Albany Assistance Ltd (Albany Assistance), **You** have consented to the use of **Your** data as described below.

Data Protection Policy

AmTrust and Albany Assistance 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 AmTrust and Albany Assistance use and protect your information and who they share it 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. AmTrust may use and share **Your** information with other members of the AmTrust group companies and Albany.

Assistance may use and share **Your** information with other members of the Albany Assistance group companies. **We** will both provide an adequate level of protection to **Your** data.

Neither AmTrust nor Albany Assistance 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 AmTrust may transfer rights and obligations under this agreement.

Either AmTrust or Albany Assistance 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 AmTrust or Albany Assistance holds about **You**, if **You** believe that any of the information either of them 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

Neither AmTrust nor Albany Assistance will use **Your** data for marketing purposes. All information provided is used to manage **Your** insurance **Policy** only.

Call recording

Albany Assistance Limited who will act on behalf of AmTrust Europe Limited in connection with the **Policy** and its administration, and may monitor and record calls and may share **Your** information with its associated and subsidiary companies (or the holding company of any of them).



Caravan Guard Limited
New Road, Halifax, HX1 2JZ

Telephone: 01422 396 777
Facsimile: 01422 396 800
E-mail: info@caravanguard.co.uk
Internet: www.caravanguard.co.uk

Caravan Guard Limited is authorised and regulated by the Financial Conduct Authority.

Caravan Guard Limited are registered in England, number 4036555.

Telephone calls may be recorded. Policy updated November 2013.

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