



# Provincewide Claims Ltd

*big enough to matter, local enough to care*



A 24/7 SERVICE PROVIDING

**24/7 CLAIMS ASSISTANCE**

including Legal Expenses Cover following an accident

call: **028 9521 4774**

**24/7 BREAKDOWN RECOVERY SERVICE**

call: **028 9521 4759**

**MOTOR LEGAL EXPENSES COVER**



# Provinciewide Claims Ltd

## SECTION ONE:

### LEGAL EXPENSES INSURANCE COVER

Motor Legal Expenses provides insurance for legal costs for certain types of disputes

### POLICY WORDING & TERMS OF COVER

This insurance is administered by Provinciewide Claims Ltd. It is underwritten by Inter Partner Assistance SA, and managed on their behalf by Arc Legal Assistance Limited.

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:-

- The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**
- 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.

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, where agreed by <b>Us</b> , another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Reasonable legal costs incurred by the <b>Adviser</b> . Third party's costs shall be covered if awarded against <b>You</b> .
<b>Conditional Fee Agreement</b>	An agreement between <b>You</b> and the <b>Adviser</b> or between <b>Us</b> and the <b>Adviser</b> which sets out the terms under which the <b>Adviser</b> will charge <b>You</b> or <b>Us</b> for their own fees.
<b>Conflict of Interest</b>	There is a conflict of interest if <b>We</b> 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.
<b>Insured Incident</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.
<b>Insured Period</b>	The period of insurance shown in the insurance schedule to which this cover attaches.
<b>Legal Action</b>	The pursuit of civil proceedings and appeals against judgement following a <b>Road Traffic Accident</b> ; the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the <b>Vehicle</b> and the defence of criminal motoring prosecutions in relation to the <b>Vehicle</b> .
<b>Maximum Amount Payable</b>	The maximum amount payable in respect of an <b>Insured Incident</b> is £100,000.

<b>Road Traffic Accident</b>	A traffic accident in the Territorial Limits involving the <b>Vehicle</b> occurring during the <b>Insured Period</b> for which <b>You</b> are not at fault and for which another known insured party is at fault
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred by <b>Underwriters</b> in using a nominated <b>Adviser</b> of <b>Our</b> choice.
<b>Territorial Limits</b>	The European Union
<b>Underwriters Vehicle</b>	Inter Partner Assistance S.A. 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 <b>Vehicle</b> .
<b>We/Us/Our</b>	Arc Legal Assistance Ltd.
<b>You/Your /Yourself</b>	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.

## 1.1 Uninsured Loss Recovery & Personal Injury

### What is insured

**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.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will be covered subject to General Exclusion 1(f).

### What is not insured:- 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.

## 1.2 Motor Prosecution Defence

### What is insured

**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 insured:- Claims

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

## 1.3 Motor Contract

### What is insured

**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 insured:-

Claims where the contract was entered into before **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

## 1.4 Helpline Services

### Legal Helpline

You can use the helpline service to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man.

Simply telephone 028 9521 4757 and quote "Provincewide - Motor Legal Expenses Insurance".

## 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 other than in relation to uninsured loss recovery claims
- 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 where **Your** claim is being pursued under a **Conditional Fee Agreement**

## CONDITIONS

### 1. Claims

- a) **You** must notify **Us** as soon as possible and within a maximum of 180 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 accepted. If court proceedings are issued or a **Conflict of Interest** 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) 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**.
- f) In the event of a dispute arising as to costs **We** may require **You** to change **Adviser**.
- g) **Underwriters** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.

- h) **You** shall supply all information requested by the **Adviser** and **Us**.
- i) **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**.
- j) **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 a positive outcome 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. 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.

### 4. 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.

### 5. Cancellation

**You** may cancel this insurance at any time by writing to **Our** 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.

**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

### 6. English Law

This contract is governed by English Law unless otherwise agreed.

### 7. Language

The language for contractual terms and communication will be English.

## CUSTOMER SERVICES INFORMATION

### HOW TO MAKE A CLAIM

**You** should ring the claims number on the front cover and quote "Provincewide – Motor Legal Expenses Insurance" to obtain advice and request a claim form. Upon return of a completed claim form **we** will assess the claim and if covered, send details to the **adviser** who will then contact **You** directly.

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

### Data Protection Act

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and/or the **Underwriters** for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

### Customer Service

**We** aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that

We have received **Your** complaint. Within four weeks **You** 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 of **Us** receiving **Your** complaint, **You** 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. At this point, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** are not happy with **Our** final response.

**Our** contact details are:

Arc Legal Assistance Ltd  
P O Box 8921  
Colchester  
CO4 5YD  
Tel: 01206 616003  
Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 08000 234 567  
Email: complaint.info@financial-ombudsman.org.uk

### Compensation

We and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or Inter Partner Assistance are unable to meet **Our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme is available by telephoning 0800 678 1100.

### Authorisation

Provincewide Claims Limited is authorised and regulated by the Financial Conduct Authority. Provincewide's Firm Reference Number is 664896. This can be checked on the Financial Services Register by visiting the website or by contacting the Financial Conduct Authority on 0800 111 6768.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ("IPA"). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

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

## SECTION TWO: CAR HIRE FACILITY

If the circumstances of your accident indicate you may not be at fault we will arrange for a like for like replacement vehicle for the period you are without your own vehicle.

The hire car is provided by us through our subsidiary company Provincewide Car Hire Ltd. on credit terms of fifty weeks from the date of the credit agreement, in the unlikely event the term is exceeded you shall become liable to pay the hire charges in full and by a single payment. Provincewide Claims Ltd. will of course endeavour to have your claim settled before the term expires. If this is not possible then Provincewide Claims Ltd. will cover you in respect of the cost of the hire and discharge your liability to Provincewide Car Hire Ltd. in full. Provincewide Claims Ltd. can then pursue recovery of the cost of the hire as a subrogated claim.

## SECTION THREE: ACCIDENT BREAKDOWN RECOVERY SERVICE

### 3.1 Home Start Assistance

A recovery agent will come to your home and provide up to one hour's free labour. If your vehicle cannot be repaired the agent will tow it to the nearest repairer or your preferred repairer if closer.

### 3.2 Roadside Assistance

A recovery agent will be sent if your vehicle breaks down or is involved in an accident away from your home. Again, up to one hour's free labour will be provided. If your vehicle cannot be repaired or is immobile the agent will tow it to the nearest repairer, your home or their secure premises whichever is the closest.

### 3.3 Lost or Locked Key Assistance

Our agent will attempt to gain access to your vehicle or will tow your vehicle to the nearest repairer, your home or their secure premises whichever is the closest.

### 3.4 Fuel Shortages

Should you run out of fuel or use the wrong fuel an agent will tow your vehicle to the nearest petrol station or garage.

### 3.5 Additional Benefits

You can have the option of:  
The provision of a replacement vehicle for up to 48 hours subject to availability,  
or  
Overnight accommodation on a B&B basis if the breakdown occurs more than 40 miles from your home, up to a limit of £175.

### 3.6 Mainland European Cash Benefit Cover

Should you breakdown or be involved in an accident on mainland Europe we will pay you up to a maximum of £250. You will have to pay the invoice at the time and on your return submit it to us for our consideration.

### 3.7 Message Relay

If required we will relay up to two urgent messages.

### Breakdown Conditions

1. Vehicles eligible for assistance will be restricted to private cars, private cars modified for commercial use and commercial vehicles up to a fully laden weight of 7.5 tonnes.
2. Provincewide Claims Ltd. will only be responsible for one assist per incident and a maximum of three assists per annum. The company will not be responsible for the same problem recurring within a preceding twenty eight day period.
3. The vehicle must have a valid MOT certificate at the time of the incident.
4. For the service to operate the vehicle must be in a roadworthy condition prior to the incident.
5. The driver must be with the vehicle when the recovery agent arrives at the breakdown location.
6. We would ask that respect is shown to our staff and agents at all times. The company reserves the right to refuse to assist you if this is not observed.
7. If the vehicle is in an inaccessible location off road or weather conditions are so extreme the company may not be able to assist you.
8. You must use the breakdown assistance report line for cover to operate.
9. The territorial limits are UK and Republic of Ireland except where the Mainland European Cash Benefit is being claimed for.

### Breakdown Exclusions

The Company shall not be liable for:

1. For any consequential loss arising from any act performed in the execution of the assistance service provided.
2. Where there is similar cover provided under another policy then that policy will operate first.
3. For the cost of any repairs, parts, keys, lubricants, fluids or fuel required to make the vehicle mobile again.
4. For any accident or breakdown brought about by unavoidable, wilful or deliberate act committed by the insured.
5. Any claim arising from the use of or transportation of fuels, mineral essences or other flammable materials, explosives or toxins in the vehicle.

### Car Hire & Breakdown Assistance Complaints

If you are unhappy with the service under these sections of the policy then please contact Provincewide Claims Ltd. at the address below:

Provincewide Claims Ltd.  
24 Hightown Road  
Glengormley  
Newtownabbey  
BT36 7UB  
Tel: 02895214757  
Email: info@provincewideclaims.com