



CAROLE NASH
The care it deserves

Carole Nash Insurance Consultants Limited

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Carole Nash Insurance Consultants Ltd is authorised and regulated by the Financial Services Authority. Carole Nash is a registered trading style of Carole Nash Insurance Consultants Ltd registered in England and Wales No 2600841. Car and home insurance currently not available in Northern Ireland.

bike insurance • car insurance • travel insurance • home insurance

SPECIALIST VEHICLE

LEGAL PROTECTION
INSURANCE DOCUMENT

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THE CAROLE NASH PROMISE

OUR COMMITMENT TO YOU

We believe that as a Carole Nash customer you have the right to know what you can expect from us.

We also believe that as we are committed to excellent service, we should be honest and confident enough to publish our service standards. This is why we give every customer a copy of our Customer Promise.

If you feel we have failed to meet any of these promises we have made to you, please contact our Customer Relations Team on 0800 130 0647 or by emailing customerrelations@carolenash.com

OUR PROMISES TO YOU ARE:

1. We will handle your business quickly and efficiently, if we say we will do something, we will do it.
 - We will endeavour to ensure our call centre and administration departments are staffed appropriately to deal with your needs.
 - We complete extensive system accuracy checks to ensure we get things right and that we achieve what we have promised you.
2. Our products and services are designed specifically to meet your particular needs.
 - We hold regular reviews with our Insurers, and are able to design unique and innovative policies.
 - We respond to the feedback from the motoring community to ensure the products we provide are customer focused.
3. You will only deal with knowledgeable and properly trained staff.
 - Every new member of staff spends an appropriate amount of time with our training team and must undertake an extensive training course before they may even begin to assist you.
 - We continually review both our products and industry regulation to ensure every member of staff has the necessary competency to fulfil your requirements.
 - Through call recording we are able to monitor and evaluate calls to ensure that our staff members consistently offer you a professional service and advice that is clear, fair and not misleading.
4. Where we offer advice we will only recommend a policy which is right for your needs and which takes into account your particular circumstances.
 - We will make you aware of any particular exclusions or limitations on your policy before you commit to purchasing.
 - We will tailor our advice to ensure you have a clear understanding of the products and services we offer.

5. We will give you clear information at all times. We will not use jargon and we will check to make sure you clearly understand the information provided.
 - All documentation is written in plain English.
 - Our website and our document packs are regularly reviewed to ensure the information that they contain is clear and easy to understand.
6. We will continue to keep in touch with you to ensure we remain up-to-date with any issues that are important to you.
 - The use of customer surveys ensures that we keep up-to-date with your needs, and measures your opinion of Carole Nash and the service we provide.
 - Continued support of motor shows and working closely with local motoring clubs ensures we understand the needs of the motoring community.
7. We do not like to make mistakes, but if they do happen, we will be honest and open enough to apologise, and correct them as quickly as we can.
 - We accept we are responsible for our actions, we admit to mistakes and put matters right at the first opportunity.
 - Management Information enables us to look at where things have gone wrong. We are then able to implement systems and controls to reduce the risk of it happening again.
 - If you are unhappy in any way with the service you have received from Carole Nash, our complaints procedure enables you to express your dissatisfaction and have a full understanding of how your complaint will be handled.

If unfortunately you feel our customer service levels have failed to meet your expectations, please contact us:

By telephone:

For claims related complaints, call the Carole Nash Claims Service Department on 0800 298 5533.

For any other type of complaint, call the Carole Nash Customer Services Department on 0800 298 5511.

In writing:

Customer Relations Team
Carole Nash Insurance Consultants Ltd
Trafalgar House
110 Manchester Road
Altrincham
Cheshire
WA14 1NU

If you are not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

LEGAL PROTECTION POLICY

CERTIFICATE OF INSURANCE

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

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

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

DEFINITIONS

Whenever the following words or expressions appear in your policy, they have the meaning given below.

INSURED

Accident, Loss Recovery & Injury:

The person responsible for insuring the Vehicle declared to Arc Legal and the authorised driver and passengers in it.

Motor Prosecution Defence, Motor Contract, Vehicle Identity Theft:

The person responsible for insuring the Vehicle declared to Arc Legal.

INSURED PERIOD

The period of insurance declared to Arc Legal.

TERRITORIAL LIMITS

Motor Contract, Vehicle Identity Theft:

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, or the Republic of Ireland if the Insured is resident there.

Motor Prosecution Defence and Accident, Loss Recovery & Injury Cover:

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

ADVISER'S COSTS

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

STANDARD ADVISERS' COSTS

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

ACTION

The pursuit of civil proceedings and appeals against judgement following a Road Traffic Accident; the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the Vehicle; the defence of criminal motoring prosecutions in relation to the Vehicle and the defence of civil legal cases and criminal prosecutions in relation to Vehicle Identity Theft.

COURT PROCEEDINGS

The issue of Court Proceedings.

LIMIT OF INDEMNITY

The maximum amount payable in respect of an Insured incident which is:

€100,000 or £100,000 if the Insured is resident in the Republic of Ireland.

INSURED INCIDENT

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

VEHICLE

The vehicle declared to Arc Legal including a caravan or trailer whilst attached to it.

ROAD TRAFFIC ACCIDENT

A traffic accident in the Territorial limits involving the insured Vehicle occurring during the Insured Period on a public highway or on a private road or other public place for which the Insured is not at fault and for which another party is at fault.

CONDITIONAL FEE AGREEMENT

If the Insured is resident in the United Kingdom, the separate agreement between the Insured and the Adviser, as allowed by Access to Justice Act (1999), for paying his or her professional fees when the Insured claims damages.

COLLECTIVE CONDITIONAL FEE AGREEMENT

If the Insured is resident in the United Kingdom, the separate agreement between the Adviser and Arc Legal, as allowed by Access to Justice Act (1999), for paying his or her professional fees when the Insured claims damages.

SMALL CLAIMS TRACK LIMIT

If the Insured is resident in England or Wales, the most they can claim in the small claims track of the County Court in England and Wales.

ARC LEGAL

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

ADVISER

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

UNDERWRITERS

Inter Partner Assistance S.A.

COVER

Adviser's Costs incurred in an Action up to the Limit of Indemnity where:-

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

LEGAL HELPLINE

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

The Insured should telephone 0844 770 1054 if they are resident in the United Kingdom, or 0044 844 770 1054 if they are resident in the Republic of Ireland.

When calling the Legal Helpline the Insured should quote "Carole Nash Insurance Consultants Ltd" and master policy number 10052. The Insured will be asked for a brief summary of the problem and details will be passed on to an Adviser to return their call.

The legal helpline service is operated on behalf of Arc Legal by their Panel Solicitors. Calls may be recorded for training and verification purposes.

SECTION 1

MOTOR PROSECUTION DEFENCE

WHAT IS INSURED

The Insured is covered for Adviser's Costs to defend motoring prosecutions in respect of an offence, punishable by penalty endorsement only, arising from the Insured's use of the Vehicle.

WHAT IS NOT INSURED:-

Claims

- For damages, interest fines or costs awarded in criminal courts
- Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission of the Insured
- Arising from an allegation that the Insured was in control of the Vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise)
- Where the Insured fails to confirm the identity of the driver of the Vehicle at the time of the alleged incident.

SECTION 2

MOTOR CONTRACT COVER

WHAT IS INSURED

The Insured is covered for Adviser's Costs to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the Vehicle including the Vehicle itself. The contract for the sale or purchase must have been made during the Insured period.

WHAT IS NOT INSURED

Claims

- For Adviser's Costs where the amount in dispute relates to credit hire charges or credit repair costs
- For the first £100, or €150 if the Insured is resident in the Republic of Ireland
- For any event which occurs within the first three months of this insurance, unless the claim is for new goods or services bought after the start of the first period of insurance.
- Where the amount in dispute is less than:
 - £1000 or €1500 if the Insured is resident in the Republic of Ireland, for buying, selling or hiring the insured vehicle or,
 - £250 or €375 if the Insured is resident in the Republic of Ireland for servicing, repairing or testing the insured vehicle
- For disputes over the amount of money or other compensation due under an insurance policy
- Arising from an allegation of dishonesty against the Insured

SECTION 3

ACCIDENT, LOSS RECOVERY & INJURY

WHAT IS INSURED

The Insured is covered for Adviser's Costs to pursue damages claims arising from a Road Traffic Accident which causes the following:

- a) The Insured's bodily injury or death whilst in, boarding or alighting the Vehicle
- b) Damage to the insured Vehicle
- c) Damage to the property which the Insured owns or is legally responsible for and which was in or on the insured Vehicle at the time of the accident.

If the claim is going to be decided by a court in England or Wales and the damages the Insured is claiming are above the small claims track limit, cover is provided as long as the Insured enters into a Conditional Fee Agreement with the Adviser or the Adviser enters into a Collective Conditional Fee Agreement with Arc Legal.

WHAT IS NOT INSURED

Claims

- For a breach of contract
- For Adviser's Costs where the amount in dispute relates to credit hire charges or credit repair costs
- For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau
- For claims handled by the Personal Injury Assessment Board (PIAB) if the Insured is resident in the Republic of Ireland

SECTION 4

VEHICLE IDENTITY THEFT

WHAT IS INSURED

The Insured is covered for Adviser's Costs to defend civil or criminal legal proceedings arising from use of the Vehicle's identity by another person or organisation without the Insured's permission.

WHAT IS NOT INSURED

Claims

- Where the Vehicle's Identity has been copied by somebody living with the Insured.
- The Insured incident began to occur within the first 30 days of the Insured period.
- The Insured did not act to take reasonable precautions against their Vehicle's Identity being copied without their permission.
- For any losses (other than Adviser's Costs) incurred by the Insured as a result of Identity Theft.

GENERAL EXCLUSIONS

1. THERE IS NO COVER

- Where the Insured incident began to occur or had occurred before the Insured purchased this insurance
- Where the Insured fails to give proper instructions to Arc Legal or the Adviser or respond to a request for information or attendance by the Adviser within a reasonable period of time
- Where a reasonable estimate of the Insured's Adviser's Costs is greater than the amount in dispute other than in relation to uninsured loss recovery claims
- Where the Insured's act or omission prejudices their or the Underwriter's position in connection with the Action
- Where Adviser's Costs have not been agreed in advance or exceed those for which Arc Legal has given its prior written approval
- For Adviser's Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- For the amount of Advisers' Costs in excess of Arc Legal's Standard Adviser's Costs where the Insured has elected to use an Adviser of their own choice
- Where the Insured has alternative insurance cover
- For claims made by or against the Underwriters, Arc Legal or the Adviser
- Where the Insured's motor insurers repudiate the motor insurance policy or refuse indemnity
- For any claim arising from racing, rallies, competitions or trials
- For Adviser's Costs beyond those for which Arc Legal has given its prior written approval
- For an application for Judicial Review
- For appeals without the prior written consent of Arc Legal
- Prior to the issue of Court Proceedings, for the costs of any legal representative other than those of the Adviser unless a conflict of interest arises
- For Adviser's Costs incurred in Part 8 Costs Proceedings under the

Civil Procedure Rules

- For any Action that Arc Legal reasonably believes to be false, fraudulent, exaggerated or where the Insured has made misrepresentations to the Adviser
- Where at the time of the Insured incident the Insured was disqualified from driving, did not hold a licence to drive or the Vehicle did not have a valid MOT certificate or Road Fund Licence or comply with any laws relating to its ownership or use

2. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any Right or remedy of a Third Party which exists or is available other than by virtue of this Act.

CONDITIONS THAT APPLY TO ALL SECTIONS

1. CLAIMS

- a) The Insured must notify claims as soon as reasonably possible within six months of the Insured incident.
- b) Arc Legal shall appoint the Adviser to act on the Insured's behalf.
- c) Arc Legal may investigate the claim and take over and conduct the Action in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld Arc Legal may reach a settlement of the Action.
- d) The Insured must supply at their own expense all of the information which Arc Legal reasonably requires to decide whether a claim may be accepted. If Court Proceedings are required or a conflict of interest arises, and the Insured wishes to nominate an Adviser to act for them they may do so. Where the Insured has elected to use an adviser of their own choice the Insured will be responsible for any Advisers' Costs in excess of Arc Legal's Standard Advisers' Costs.

The Adviser must:-

- i. Confirm in writing that they will enable the Insured to comply with their obligations under this insurance.
 - ii. Agree with Arc Legal the rate at which their costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.
- e) The Adviser will: -
- i. Provide a detailed assessment of the Insured's prospects of success including the prospects of enforcing any judgement obtained without charge.
 - ii. Keep Arc Legal fully advised of all developments and provide such information as Arc Legal may require.
 - iii. Keep Arc Legal regularly advised of Adviser's Costs incurred.
 - iv. Advise Arc Legal of any offers to settle and payments in to court. If contrary to Arc Legal's advice such offers or payments are not accepted there shall be no further cover for legal expenses unless Arc Legal agrees in its absolute discretion to allow the case to proceed.

- v. Submit bills for assessment or certification by the appropriate body if requested by Arc Legal.
- vi. Attempt recovery of costs from the Third Parties.
- vii. Agree with Arc Legal not to submit a bill for Adviser's Costs to Underwriters until conclusion of the Action.
- f) In the event of a dispute arising as to costs Arc Legal may require the Insured to change Adviser.
- g) Underwriters shall only be liable for costs for work expressly authorised by Arc Legal in writing and undertaken while there are reasonable prospects of success.
- h) The Insured shall supply all information requested by the Adviser and Arc Legal.
- i) The Insured is liable for any Adviser's Costs if they withdraw from the Action without Arc Legal's prior consent. Any costs already paid by Arc Legal will be reimbursed by the Insured.

2. DISPUTES

Any disputes between the Insured and Arc Legal in relation to Arc Legal's assessment of the Insured's prospects of success in the case or nomination of solicitor shall be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

3. REASONABLE PROSPECTS

At any time Arc Legal on behalf of the Underwriters may form the view that the Insured does not have a reasonable prospect of success in the action they are proposing to take or are taking. If so, Arc Legal may decline support or any further support. In forming this view Arc Legal may take into account: -

- a) Whether Adviser's Costs are disproportionate to the value of the damages being claimed in the Action or the likely outcome of the Action.
- b) The fact that a reasonable person without legal expenses insurance would not wish to pursue the matter.
- c) The prospect of being able to enforce a judgement.
- d) The fact that the Insured's interests could be better achieved in another way.
- e) Whether the Insured has a reasonable prospect of succeeding in the Action.

4. CONTRACT LAW

This contract is governed by the Law of the jurisdiction in which the Insured is resident in, provided the insured is resident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, or the Republic of Ireland.

5. LANGUAGE

The language for contractual terms and communication will be English.

6. CANCELLATION

The Insured may cancel this insurance at any time by notifying Carole Nash Insurance Consultants Ltd by phone or by post and will be entitled to a full refund of premium if the policy is cancelled within the first 14 days. If the policy is cancelled outside this period, there will be no refund of premium.

Carole Nash Insurance Consultants Ltd or Arc Legal may cancel the insurance by giving 7 days notice in writing to the Insured at the address shown on the schedule, unless otherwise a change of address has been notified to Carole Nash Insurance Consultants Ltd. No refund of premium shall be made.

There will be no refund of premium if the Insured has made a claim or intends making a claim in the future.

All cover provided by this policy will cease immediately on the same day as the associated policy (the motor vehicle policy effected by the Insured at the same time as this contract) is lapsed or cancelled for whatever reason and no refund of premium will be made. This condition does not apply if an immediate replacement vehicle policy is issued by Carole Nash Insurance Consultants Ltd.

HOW TO MAKE A CLAIM

For claims in relation to Accident, loss recovery and injury, the Insured should contact Carole Nash Insurance Consultants Ltd on 0800 298 5533 in the United Kingdom and 1800 930 803 in the Republic of Ireland. Carole Nash Insurance Consultants Ltd will pass the details of the Insured's claim to an Adviser.

The claims procedure outlined below is administered by Arc Legal Assistance.

If the Insured needs to make a claim under Motor prosecution defence, Motor contract cover or Vehicle Identity Theft, the Insured should call the Legal Helpline on 0844 770 1054 in the United Kingdom or 0044 844 770 1054 in the Republic of Ireland.

The helpline will ask the Insured to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively the helpline will send a claim form to the Insured which should be completed and sent to:

Arc Legal Assistance
PO Box 8921
Colchester
CO4 5YD

Telephone: 0844 770 9000 in the United Kingdom or 0044 844 770 9000 in the Republic of Ireland.

Arc Legal will contact the Insured once in receipt of the claim form.

Unless a conflict of interest arises the Insured is not covered for legal fees incurred before Court Proceedings are issued unless they use the Arc Legal Panel Solicitors or their agents which Arc Legal will appoint to act for them.

COMPLAINTS PROCEDURE

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

If the Insured is unhappy with the service that has been provided, they should contact Arc Legal at the address below (unless the complaint is in relation to Carole Nash Insurance Consultants Ltd, then please refer to the Carole Nash Promise, which can be found on page 1 and 2).

Arc Legal will always confirm to the Insured, within five working days, that they have received the Insured's complaint. Within four weeks the Insured will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks the Insured will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if the Insured is not satisfied with the delay, they may refer the matter to the Financial Ombudsman Service. The Insured can also refer to the Financial Ombudsman Service if they cannot settle their complaint with Arc Legal.

Arc Legal's contact details are:

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

Tel 0844 770 9000

Email: enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

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

Tel 0845 080 1800

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

DATA PROTECTION ACT

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

FINANCIAL SERVICES COMPENSATION SCHEME

Arc Legal and Inter Partner Assistance are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance are unable to meet their obligations. The Insured's 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 020 7892 7300.