

MOTOR LEGAL PROTECTION COVER

John Lewis
FINANCE

About your cover

This is **your** Motor Legal Protection policy. This cover will run alongside **your** car insurance policy, arranged by John Lewis Finance, 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 arranged by John Lewis Finance and is underwritten by **Covea Insurance** plc and administered by **Arc** on behalf of **Cov a 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 0330 024 0612, if **you** need any further information.

How to claim

If you need to make a claim here's what to do.

Uninsured losses
Please call on 0330 024 0613 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 0330 024 0608 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: 0330 024 0608, 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 under number 305958.

Carpenters

Carpenters Limited, a company registered in England and Wales under Company Number 06532413. Carpenters Limited is authorised and regulated by the Financial Conduct Authority under number 755996.

Carpenters Limited is a licenced body which is authorised and regulated by the Solicitors Regulation Authority - Registration number 625845.

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.

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

Reasonable legal fees, costs and expenses charged by the **Solicitors** with **our** prior agreement in connection with a claim for **uninsured losses** or the defence of a motoring prosecution. 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 John Lewis Finance 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.

Proportionate

The costs of pursuing **legal proceedings** shall not exceed the likely award of **uninsured damages/losses**.

Definitions

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

Small claim

Legal proceedings which are allocated or would be allocated to the small claims track by a Court under the Civil Procedure Rules as amended from time to time. Recovery of **legal expenses** is limited for small claims and shall be **proportionate**.

Solicitor

Carpenters 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 reasonable to the claim for **your uninsured losses** or the defence of a motoring prosecution and the matter is not a **small claim**.

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, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, Norway, San Marino, Serbia 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

John Lewis Finance is a trading name of John Lewis plc. John Lewis plc is an appointed representative (Financial Services Register No. 416011) of **Covea Insurance** plc. This motor legal protection insurance is arranged by John Lewis Finance and underwritten 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 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 as follows**:-

For any **legal proceedings** which are not a **small claim** or for which fixed recoverable costs apply, the reasonable legal costs and disbursements assessed on the **standard basis** incurred up to a limit of £100,000 for any **accident**.

For any **legal proceedings** which are a **small claim**, the legal costs and disbursements incurred shall be **proportionate** and shall not exceed the amount of **uninsured losses** claimed.

These **accidents** 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 0330 024 0608, 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.

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 **legal expenses** for **small claims** that exceed the amount of **uninsured losses** being claimed.
- 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:
 - A dispute with **us** or **Arc**.
 - A dispute with the **solicitor**.
 - 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

Your Duty

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 0330 024 0612, e-mail customerservice@car.johnlewisfinance.com or write to John Lewis Finance, PO Box 887, Halifax, HX1 9UE.

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** John Lewis 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.

Making a complaint

Please let us know if you're not happy with our service

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

Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation. For more information please visit www.arclegal.co.uk

Complaints about claims for uninsured losses.

If **you** have a complaint about a claim for **uninsured losses**, please contact **Carpenters** quoting **your** claim reference number. **Carpenters** will deal with **your** complaint on **our** behalf.

Carpenters Limited
Leonard House
Scotts Quays
Birkenhead
Merseyside
CH41 1FB

Email: CustomerSupportTeam@carpentersgroup.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 0330 024 0617.

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

John Lewis Finance
A&B Mills
Dean Clough
Halifax
HX3 5AX

E-mail: customer.relations@car.johnlewisfinance.com

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

Website: 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 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.

More information

Other things you should know about us and how what we do is regulated

Registration and regulatory information

John Lewis Finance is a trading name of John Lewis plc. John Lewis plc is an appointed representative (Financial Services Register No. 416011) of Covea Insurance plc. Registered in England No. 233462. Registered office 171 Victoria Street, London, SW1E 5NN.

Car Insurance arranged by John Lewis Finance is underwritten by **Covea Insurance** plc. **Covea Insurance** plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: A & B Mills, Dean Clough, Halifax, HX3 5AX. Registered in England and Wales Number 613259.

Carpenters is a trading name of Carpenters Limited, a company registered in England and Wales under number: 06532413 **Carpenters** is authorised and regulated by the Solicitors Regulation Authority - Registration number 625845. **Carpenters'** Head/Registered Office address is: Carpenters Limited, Leonard House, Scotts Quays, Birkenhead, Merseyside CH41 1FB

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 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

Please visit www.coveainsurance.co.uk/privacy-notice/motor-insurance-section/ for further information about how and when **we** process **your** personal information under our full Privacy Policy.

The personal information, provided by **you**, is collected by or on behalf of **Covea Insurance** plc ('**we, us, our**') 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, for research or for statistical purposes.

We may process **your** information for a number of different purposes. For each purpose **we** must have a legal ground for such processing. When the information that **we** process is classed as "sensitive personal information", **we** must have a specific additional legal ground for such processing.

Generally, **we** will rely on the following legal grounds:

- It is necessary for **us** to process **your** personal information to provide **your** insurance policy and services. **We** will rely on this for activities such as assessing **your** application, managing **your** insurance policy, handling claims and providing other services to **you**.
- **We** have an appropriate business need to process **your** personal information and such business need does not cause harm to **you**. **We** will rely on this for activities such as maintaining **our** business records and developing, improving **our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **our** legal rights.
- **You** have provided **your** consent to **our** use of **your** personal information, including sensitive personal information.

How we share your information

In order to sell, manage and provide **our** products and services, prevent fraud and comply with legal and regulatory requirements, **we** may need to share **your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **our**, or **your** behalf
- Product providers where **you've** opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Motor Insurance Database

Information about **your** insurance policy will be added to the Motor Insurance Database (MID), managed by the Motor Insurers' Bureau (MIB). The police, the Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency (DVA), the Insurance Fraud Bureau and certain other authorised organisations may use the MID and the information stored on it for purposes including:

- Electronic licensing;
- Continuous insurance enforcement (to reduce the number of people driving without insurance)
- Enforcing the law (preventing, detecting, cautioning or prosecuting offenders)
- Providing government services or other services aimed at reducing the number of uninsured drivers.

If **you're** involved in a road traffic **accident** (either in the United Kingdom, the European Economic Area or certain other territories), insurers and the MIB may search the MID for relevant information.

People (including citizens of other countries) making an insurance claim following a road traffic **accident** (and their appointed representatives) may also get relevant information which is held on the MID. **You** can find out more about this from **us**, or at www.mib.org.uk.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **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. 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 further details in **our** full Privacy Policy 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.

Automated Decisions

We may use automated tools with decision making to assess **your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **we** are able to offer insurance, the appropriate price for **your** policy or whether **we** can accept **your** claim. If **you** object to an automated decision, **we** may not be able to offer **you** an insurance quotation or renewal.

How to Contact Us

Please contact **us** if **you** have any questions about **our** Privacy Policy or the information **we** hold about **you**:

Email: dataprotection@coveainsurance.co.uk

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.

John Lewis Finance is a trading name of John Lewis plc. John Lewis plc is an appointed representative (Financial Services Register No. 416011) of Covea Insurance plc. Registered in England No. 233462. Registered office 171 Victoria Street, London, SW1E 5NN.

Car Insurance arranged by John Lewis Finance is underwritten by Covea Insurance plc. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number 202277. Registered Office: A & B Mills, Dean Clough, Halifax, HX3 5AX. Registered in England and Wales Number 613259