

Motoring Legal Solutions

Policy Document



Motoring Legal Solutions

Please read this policy carefully and in full to familiarise yourself with our terms and conditions and how you can contact us if you are involved in an accident which is not your fault, as well as the:



Legal and tax advice helpline



Consumer Legal Services website



Claims procedure

If you are unsure about anything in this document please contact whoever you purchased your policy from.

Make a claim

If you are involved in an accident that is not your fault you can report a claim by calling **0333 000 7906**. Lines are open 24 hours a day, 365 days a year.

Legal and Tax helpline

Legal advice open 24 hours a day, 365 days a year, on personal legal matters within UK and EU law. UK tax advice on personal tax matters available 9am to 5pm weekdays (except bank holidays). **0344 571 7977**

Consumer Legal Services

Register today at:

www.araglegal.co.uk and enter the voucher code AMDC2871B6E2 to access the law guide and download legal documents to help with consumer legal matters.

Main benefits of Motoring Legal Solutions

This policy pays your legal costs to claim back losses which are not covered by your motor insurance policy from someone who has caused an accident that results in damage to your vehicle or injury. This policy will not pay compensation. We, or a legal expert appointed by us, will seek to:

- claim back your motor insurance policy excess
- obtain compensation from the person responsible if you or your passengers have been injured
- claim back other losses such as storage charges, loss of earnings or damage to personal effects.

Motor insurers usually allow you to keep your no claims discount if you have successfully claimed back one or more of these losses.

We can also try to arrange a replacement vehicle where appropriate.

Who is ARAG?

We provide a convenient accident response service for the reporting of motor claims including claiming back losses that are not insured by your motor insurance policy. We are part of ARAG SE, a global leader in legal expenses insurance which generates annual premium income in excess of €1.5 billion.

It has always been our vision to enable everyone, not just those who can afford it, to assert their legal rights. With this aim in mind we provide innovative and affordable products to both companies and individuals.

We are committed to providing our customers with legal advice and representation throughout a legal problem. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service to our customers.



Legal and tax advice

If you have a legal or tax problem we recommend that you take advantage of our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within UK and EU law or personal tax matters falling within UK law. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

You can get advice by telephoning **0344 571 7977**. Use of this service does not constitute reporting of a claim.

The helpline is subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

What happens if the insurer cannot meet its liabilities?

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of your claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at **www.fscs.org.uk**

Claims procedure

If you are involved in an accident which is not your fault please contact us as soon as possible.

1. Under no circumstances should you instruct your own solicitor as we will not pay any costs incurred without our agreement.
2. Lines are open 24 hours a day, 365 days a year for motor claims reporting; please telephone **0333 000 7906**.
3. We will require details of the accident and names and addresses of all parties involved including any witnesses.
4. If the advisor believes the accident is not your fault, we will arrange for:
 - a legal expert to contact you who will help claim back your losses and obtain compensation for any injuries
 - you to be contacted to assess your need and suitability for a replacement vehicle.
5. Ensure that no contact is made with anyone else regarding claiming back your losses or compensation for personal injury until you hear from us.

Motoring Legal Solutions

This policy is a contract between **you** and the **insurer**. The policy and schedule shall be read together as one document.

Terms that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

1. When this policy helps

This policy will help the **insured** if an event which is another party's fault:

- a) damages the **insured vehicle** and/or personal property in or on it, and/or
- b) injures or kills the **insured** whilst in or on an **insured vehicle**.

2. How this policy helps

The **insurer** will pay the **insured's legal costs & expenses** up to £100,000 (for all claims arising from or relating to the same original cause including the cost of appeals) subject to all the following requirements being met:

- a) **you** have paid the insurance premium.
- b) the **insured** keeps to the terms of this policy and cooperates fully with **us**.
- c) the accident happens in the **territorial limit**.
- d) the claim
 - i) always has **reasonable prospects of success**; and
 - ii) is reported to **us**
 - during the **period of insurance**; and
 - as soon as possible after the accident.
- e) unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
 - i) to be heard by the **small claims court**; and/or
 - ii) before proceedings need to be issued.
- f) the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the **territorial limit**.
- g) the **insured** enters into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement** with **us**) where legally permitted.

3. When this policy does not help

The **insurer** will not cover any claim arising from or relating to:

1. **legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement

2. a contract
3. defending any claim other than appeals against **you** (**your** motor insurer may help with this)
4. an accident that happens before the start of the policy
5. fines, penalties or compensation awarded against the **insured**
6. a group litigation order
7. a)
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **insured**.

Policy **conditions**

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** may cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** if this happens.

1. The insured's responsibilities

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to claim back losses
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) keep **legal costs & expenses** as low as possible
- e) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2. b) below, the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) The **insured** may choose an **appointed advisor** if:
 - i) **we** agree to start proceedings or proceedings are issued against an **insured**, or
 - ii) there is a conflict of interestexcept where the **insured's** claim is to be dealt with by the **small claims court** in which case **we** shall choose the **appointed advisor**.
- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them including rates which may be less than those available from other firms.)
- d) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without our written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.

3. Consent

- a) The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- b) An **insured** must have **your** agreement to claim under this policy.

4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.

5. Barrister's opinion

We may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under Condition 6 below.

6. Disputes

If any dispute between the **insured** and **us** arises from this policy, the **insured** can make a complaint

to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

7. Fraudulent claims and claims tainted by dishonesty

- a) If an **insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.
- b) An **insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
 - i) affected **our** assessment of **reasonable prospects of success**, and/or
 - ii) prejudiced any part the outcome of the **insured's** claimthe **insurer** shall have no liability for **legal costs & expenses**.

8. Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

9. Cancellation

- a) **You** may cancel the policy within 14 days of the date of the purchase of this policy with a full refund of the premium paid provided an **insured** has not made a claim which has been accepted.
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **insurer** will refund the premium for the remaining **period of insurance** unless the **insured** has notified a claim which has been or is subsequently accepted under this policy in which case no refund of premium shall be allowed.
- c) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days' written notice to **you**. The **insurer** will refund the premium for the remaining **period of insurance**. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
 - i) where the party claiming under this policy fails to cooperate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim or **our** ability to defend the **insurer's** interests
 - ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers
 - iii) where **we** reasonably suspect fraud.

The **insurer** also reserves the right to withdraw from any claim in the circumstances noted in 9 c).

10. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.

11. Data Protection Act

It is agreed by the **insured** that any information provided to **us** and/or the **insurer** regarding the **insured** will be processed by **us** and/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For our mutual protection and **our** training purposes, calls may be recorded.

12. Contracts (Rights of Third Parties) Act 1999

A person who is not an **insured** under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Meaning of **words & terms**

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed advisor

The solicitor or other advisor appointed by **us** to act on behalf of the **insured**.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay his or her professional fees on the basis of "no-win no-fee".

Conditional fee agreement

A legally enforceable agreement entered into between the **insured** and **appointed advisor** for paying their professional fees on the basis of "no-win no-fee".

Insured

You and any driver or passenger in or on an **insured vehicle** with **your** permission.

Insured vehicle

The vehicle specified in **your** motor insurance policy and any trailer or caravan attached to it.

Insurer

AmTrust Europe Limited.

Legal costs & expenses

1. Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis, and agreed in advance by **us** or Fixed Recoverable Costs. The term "Standard Basis" can be found within the Court's Civil Procedure Rules Part 44.
2. Other side's costs and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.

Period of insurance

The period as shown in **your** motor insurance policy schedule to which this policy attaches.

Reasonable prospects of success

This means that it is always more likely than not that:

- the **insured's** claim or appeal will be successful, and
- any judgment being sought by the **insured** will be enforced.

Small claims court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the **territorial limit** where the policy applies.

Territorial limit

The United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.

We/us/our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, AmTrust Europe Limited.

You/your

The person(s) named in the motor insurance schedule to which this policy attaches.

Signed by



**Managing Director
ARAG plc**

How we handle complaints

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. The staff handling your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:



0800 0234 567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer AmTrust Europe Limited. AmTrust Europe Limited is registered in England and Wales number 1229676 Registered address: Market Square House, St. James's Street, Nottingham NG1 6FG. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202189. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and AmTrust Europe Limited are covered by the Financial Ombudsman Service.

www.arag.co.uk