

Policy Document



Motoring Legal **Solutions**



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.

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.

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 advice

Legal advice open 24 hours a day, 365 days a year, on personal legal matters within UK, Isle of Man, Channel Islands 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 **ARAG666CON** to access the law guides and download legal documents to help with consumer legal matters.

Who is ARAG?

ARAG is the largest family enterprise in the German insurance industry and has positioned itself as a versatile quality insurer. Specialising in legal insurance as the leading legal insurer worldwide, ARAG also offers its customers attractive, needs-based products and services from a single source.

Active in a total of 19 countries - including the US, Canada and Australia - ARAG is also represented by international branches, subsidiaries and shareholdings in numerous international markets in which it holds a leading position as a provider of legal insurance and legal services. With almost 4,700 employees, the Group generates revenue and premium income totalling more than €2.0 billion.

Important information

We record and monitor calls for training purposes, to improve the quality of our service, to help us deal with queries or complaints from you and to prevent and detect fraud and financial crime.

Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline 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.



Legal and tax advice 0344 571 7977

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

We give advice about personal legal matters within UK, Isle of Man, Channel Islands and EU law and personal tax matters within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

You can visit our website to see a [video](#) about this service.

Use of this service does not count as reporting a claim.

Consumer legal services

www.araglegal.co.uk

Getting started

You will need to enter voucher code **ARAG666CON** when you register to use the website. Once you have registered you can access the website at any time to create and safely store your legal documents.

More help?

If you have problems using the website please contact our digital technical support team. Contact details can be found on the website. Our digital technical support team cannot give you legal or insurance advice.

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.



What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that we cannot meet our obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk



I'd recommend getting legal cover without any hesitation.

TrustPilot customer

Privacy statement

This is a summary of how we, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this

insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations. We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full [privacy statement](#).



Motoring Legal Solutions

This policy is proof of the contract between **you** and the **insurer**. **You** should read the policy and **your** motor insurance policy schedule together as if they are the same document.

Words 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**.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

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** before proceedings have been or 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.



What is not covered by this policy *(applicable to the whole policy)*

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**
 - f) a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.
- 8) The payment of fines, penalties or compensation awarded against **you**; or costs awarded against **you** by a court of criminal jurisdiction.



Policy conditions

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **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 interest.
- 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 may become invalid and all benefit under it may be lost.
- b) An **insured** shall at all times be entirely truthful, accurate 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:
 - i) within 14 days of the date of its purchase with a full refund of premium paid provided that a claim has not been accepted; or
 - ii) at any other time by giving **us** at least 21 days written notice and the **insurer** will refund the premium for the time remaining of the **period of insurance** unless a claim has been or is later accepted by **us** in which case no refund of premium shall be allowed.
- b) 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** have evidence that **you** have committed a fraudulent act.

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. Contracts (Rights of Third Parties) Act 1999

A person who is not 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.



It has always been our vision to enable everyone, not just those who can afford it, to assert their legal rights.

Meaning of words and 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 their professional fees on the basis of 100% “no-win no-fee”.

Conditional fee agreement

A legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees on the basis of 100% “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

ARAG Legal Expenses Insurance Company 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 44.3.

- 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:

- 1) the **insured**’s claim or appeal will be successful, and
- 2) any judgement being sought by the **insured** will be enforced.

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**.


You/your

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

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**](mailto:customerrelations@arag.co.uk)

 **ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.**

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). They can be contacted at:

 **0800 023 4567** or **0300 1239 123**

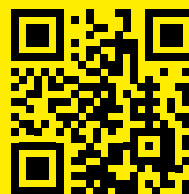
 [**complaint.info@financial-ombudsman.org.uk**](mailto:complaint.info@financial-ombudsman.org.uk)

 **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**](http://www.financial-ombudsman.org.uk)

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

You can read more about our complaints procedure on our website by clicking here: [**https://www.arag.co.uk/contact/making-a-complaint**](https://www.arag.co.uk/contact/making-a-complaint)



[**www.arag.co.uk**](http://www.arag.co.uk)