

# 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 advice

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](http://www.araglegal.co.uk)** and enter the voucher code **ARAG666CON** 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?

ARAG plc is part of the worldwide ARAG Group. Founded in 1935, on the principle that every person should be able to assert their legal rights, ARAG now employs over 4,000 people around the world.

Operating in the UK since 2006, ARAG plc provides a wide range of legal insurance products and assistance policies to protect both businesses and individuals.



# Important information

## Legal and tax advice 0344 571 7977

If you have a legal or tax problem, we recommend that you call 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 the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

The helpline is subject to fair and reasonable use. What is fair will depend on individual circumstances. However, if our advisors believe that you are using the helpline too often they will tell you. If following that warning, you do not reduce calls to a more reasonable level, we can refuse to accept further calls.

## Consumer legal services

[www.araglegal.co.uk](http://www.araglegal.co.uk)

### Getting started

Click on the “How our services work” button on the home page to take a two-minute tour of our Consumer legal services website. Learn more about what the website offers and how you can use it to save legal costs. 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.

### Choosing your legal documents

The website offers access to our comprehensive law guide and legal documents such as an agreement for the sale of a motor vehicle or a letter to challenge a parking fine. You will find helpful guidance notes and pop-up examples as you build your documents.

### More help?

Click on the Contact button to seek technical help if you have problems using the website. Our digital technical support team cannot give you legal or insurance advice.

## Important **information** (continued)

### 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**.

## **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](http://www.arag.co.uk). The insurer's full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

### **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 laws.

Should we ask for personal or sensitive information, we will use it only in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we ask to deal with your claim.

### **Using personal or sensitive information**

The reason we collect personal or sensitive information is to meet 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 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](#).

## **What happens if the insurer cannot meet its liabilities?**

The insurer 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](http://www.fscs.org.uk)

## 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**.

### 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.

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.

### 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** 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 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.



## 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**

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

### **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:

- the **insured**’s claim or appeal will be successful, and
- 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.

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. From 1 April 2019 the FOS will normally deal with complaints from small business with an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million.

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](http://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 HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).