

## MOTOR LEGAL SOLUTIONS POLICY WORDING

### THIS IS YOUR INSURANCE POLICY

This policy is evidence of the contract between **you** and the **Insurer**.

Following an Insured Event the **Insurer** will pay the **Insured's Legal Costs & Expenses** up to the **Limit of Indemnity**, including the cost of appeals provided that:

- 1) **you** have paid the insurance premium,
- 2) the Insured Event occurs within the **Territorial Limit**
- 3) the claim
  - always has **Reasonable Prospects of Success**
  - is reported to **us**
    - during the **Period of Insurance**
    - immediately after the **Insured** first becomes aware of circumstances which could give rise to a claim under this policy
- 4) the **Insured** always agrees to use the **Appointed Advisor** nominated by **us** in any claim
  - falling under the jurisdiction of the **Small Claims Court**, and/or
  - prior to the issue of proceedings
- 5) any proceedings or hearing are dealt with by a Court or any other body that **we** agree to, in the **Territorial Limit**

### INSURED EVENTS

#### 1) Uninsured Loss Recovery

An event causing damage to the **insured vehicle** and/or personal property in or on it

#### 2) Personal Injury

An event causing the **Insured** personal injury whilst in or on an **insured vehicle**

### WHAT IS NOT INSURED BY THIS POLICY

You are not covered for any claim arising from or relating to:-

1. **Legal Costs & Expenses** incurred before **we** accept a claim
2. a contract
3. defending any action
4. any event occurring prior to the inception of the policy, and which the **Insured** knew or ought reasonably to have known could give rise to a claim under this policy
5. fines, penalties or compensation
6. a dispute with **us** or the **Insurer** not dealt with under Condition 6
7. Group Litigation Orders
8. 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**;

## CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Failure to keep to any of these conditions may lead the **Insurer** to 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** should this occur

### 1. The Insured's Responsibilities

An **Insured** must

- a) observe and keep to the terms of the policy
- b) not do anything that hinders **us** or the **Appointed Advisor**
- c) tell **us** immediately after **you** first become aware of any cause, event or circumstances which could give rise to a claim under this policy
- d) tell **us** immediately of anything that may materially alter **our** assessment of the claim
- e) cooperate fully with the **Appointed Advisor** and **us**, give the **Appointed Advisor** any instructions **we** require and keep them updated with progress of the claim
- f) provide **us** with everything **we** need to help **us** handle the claim
- g) take reasonable steps to recover **Legal Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **you**
- h) tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **we** require
- i) minimise any **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim
- j) allow the **Insurer** at any time to take over and conduct in the **Insured's** name any claim, proceedings or investigation

### 2. The Appointed Advisor

- a) In certain circumstances as set out in 2 c) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **we** shall choose the **Appointed Advisor**.
- b) Where the **Insured** wishes to exercise their right to choose, they should write to **us** with their nominated representative's name and address. The **Insured's** chosen **Appointed Advisor** must agree to act under **our** standard terms of business and cooperate with **us** at all times.  
**We** may refuse to accept the **Insured's** nomination in exceptional circumstances. If **we** disagree over the appointment of an **Appointed Advisor** then **we** will agree for another suitably qualified person to decide the matter

- c) If **we** agree to start legal proceedings and the court requires any representative to be legally qualified, or there is a conflict of interest, the **Insured** may choose a suitably qualified **Appointed Advisor**. The right of the **Insured** to choose never applies to **Small Claims Court** claims unless there is a conflict of interest.
- d) If the **Appointed Advisor** refuses with good reason to continue acting for the **Insured**, the **Insured** dismisses the **Appointed Advisor** without good reason, or the **Insured** withdraws from the claim without **our** written agreement, cover will end immediately unless **we** agree to appoint another **Appointed Advisor**.
- e) During the course of the relationship with **our** panel of service providers, **we** may, for particular types of claim, receive a fee from the **Appointed Advisor** to whom the claim is sent. This fee (if it does apply), is a separate arrangement between **us** and the **Appointed Advisor**, and will never compromise **you** or any claim that **you** make under the policy

### 3. Our Consent

**We** must give **our** written consent to the **Insured** to incur any **Legal Costs & Expenses**. The **Insurer** does not accept any liability for **Legal Costs & Expenses** incurred without **our** written consent

### 4. Settlement

- a) The **Insurer** has the right to settle the claim by paying the value of **your** claim
- b) The **Insured** must not negotiate, settle the claim or agree to pay any **Legal Costs & Expenses** incurred without **our** agreement
- c) If the **insured** refuses to settle the claim following
  - (i) a reasonable offer, or
  - (ii) advice to do so from the **Appointed Advisor**the **Insurer** may refuse to pay further **Legal Costs & Expenses**

### 5. Counsel's Opinion

**We** may require the **Insured** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **Insured** then the **Insurer** will pay for the opinion

### 6. Arbitration

If there is a dispute between the **Insured** and **us** about the handling of a claim or the choice of an **Appointed Advisor**, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If we fail to agree on a suitable person **we** will ask the president of the relevant Law Society to nominate

### 7. Fraudulent Claims

If the **Insured** makes any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under this policy will be forfeited including the premium

## 8. Cancellation

- a) **You** may cancel this policy within 14 days of the date of issue of this policy with a full refund of the **insurance premium** paid
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **Insurer** will refund part of the premium for the unexpired period unless the **Insured** has notified a claim which has been or is subsequently accepted under this Policy in which case no return of premium shall be allowed
- c) The **Insurer** may cancel the policy at any time by giving at least 21 days' written notice to **you**. The **Insurer** will refund part of the premium for the unexpired period

## 9. Acts of Parliament & Jurisdiction

All Acts of Parliament 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

## 10. Data Protection Act

It is agreed by the **Insured** that any information provided to **us** &/or the **Insurer** regarding the **Insured** will be processed by **us** &/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 necessitate providing such information to third parties

## 11. Contracts (Rights of Third Parties) Act 1999

A person who is not party to 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**.

### **Insured**

**You** and any driver or passenger in or on the **Insured Vehicle** with your permission

### **Insured Vehicle**

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

### **Insurer**

Brit Insurance Limited

## **Legal Costs & Expenses**

- a) 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 in accordance with the Predictable Costs scheme if applicable
- b) Other side's costs incurred in civil claims where the **Insured** has been ordered to pay them or pays them with **our** agreement

### **Limit of Indemnity**

£100,000 which shall be the maximum **Legal Costs & Expenses** payable by the **Insurer** in respect of all claims related by time or original cause

### **Period of Insurance**

The period as shown in the policy to which this Policy attaches

### **Reasonable Prospects of Success**

In all claims including an appeal where the **Insured** has a greater than 50% chance of successfully pursuing the claim or defending an appeal. If the **Insured** is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained

### **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

### **Territorial Limit**

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

### **We/Us/Our**

ARAG Plc who are authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, Brit Insurance Ltd &/or Personal & Commercial Legal Expenses Ltd who are acting as a claims handling agent on behalf of ARAG plc

### **You/Your**

The person(s) named in the Schedule to which this policy attaches

## **COMPLAINTS**

We are committed to providing a first class service at all times. If, however, a complaint arises, then this should be addressed in the first instance to:

The Managing Director, Personal & Commercial Legal Expenses Ltd, PCLE House, Invar Business Park, Invar Road, Swinton, Manchester M27 9 HF

If the complaint is not resolved to **your** satisfaction, then the matter may be referred to: The Managing Director ARAG Plc, 9 Whiteladies Road, Clifton, Bristol BS8 who will arrange to have **your** case reviewed at the appropriate level.

If the complaint is still not resolved to **your** satisfaction, then the matter may be referred to: Customer Relations Officer, Brit Insurance Limited, 55 Bishopsgate, London EC2N 3AS

Telephone: 020 7984 8800

If a complaint remains unresolved, **you** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. The Financial Ombudsman Service can normally deal with complaints from private individuals and small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million, and from trusts with a net asset value of less than £1 million.

The address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall  
London, E14 9SR

Telephone: 0845 080 1800

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

The Financial Ombudsman's Service decision is binding upon the **Insurer**, but **you** are free to reject it without affecting **your** legal rights.

ARAG plc Registered in England number 02585818  
Registered Office: Froomsgate House, Rupert Street, Bristol BS1 2QJ  
ARAG plc (registration number 452369) and Brit Insurance Limited (registration number 202898) are authorised and regulated by the Financial Services Authority and this can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

ARAG plc and Brit Insurance Ltd are members of the Financial Ombudsman Service.

### **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 from the scheme if the **Insurer** cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS