



The Master Policy Of Insurance is issued through the agency of 2Direct Ltd, authorised under FSA reg 306117 , to Integrity Claims Management Ltd of 22 Montague Road, Leytonstone, London, E11 3EX who administer claims under this policy on behalf of the insured and provide the motor claims reporting service telephone number 020 8556 6633

What is Motring Legal Solutions?

Motring Legal Solutions is a cost-effective insurance product that will help protect you should you need to pursue your legal rights following a non-fault road traffic accident. Legal issues can be complex and sometimes difficult to resolve, but with Motring Legal Solutions you will have peace of mind knowing that we are with you every step of the way, by removing the financial burden that stressful legal situations can bring.

Motring Legal Solutions is designed to help in a number of situations including:

- ◆ pursuing a claim for death or personal injury
◆ recovering your uninsured losses that can include the recovery of your motor policy excess, loss of earnings, and the cost of repairs if not covered under your motor policy
◆ providing you with access to an alternative vehicle whilst yours is being replaced or repaired
◆ Our claims staff, and those appointed on your behalf, will be available to answer your questions, by telephone or e-mail, to provide you with the reassurance you need at what can be a very difficult time.

Who is ARAG?

ARAG plc is part of the ARAG Group, one of the world leaders in legal insurance. ARAG is actively assisting customers in Europe and the USA , generating a premium income in excess of £1.3 billion.

CLAIMS PROCEDURE

If you are involved in an accident:

1. Under no circumstances should you instruct your own lawyer as we will not pay the costs incurred and it could invalidate your cover.
2. Please immediately telephone 020 8556 6633 in the event of you being involved in a motor accident..
3. We will require details of the accident and names and addresses of all parties involved including any witnesses.
4. If the advisor does not believe the accident is your fault, we will:
◆ Offer to act for you in relation to the recovery of your uninsured losses
◆ Arrange for provision of a replacement vehicle.
◆ Offer to appoint a solicitor from our panel to pursue any claim for death or personal injury.
5. Do not take any action in relation to recovery of your uninsured losses until you hear from us.

What happens if I change my mind after taking out the policy?

The policy provides you with a 14 day reflection period in which to decide whether you wish to continue. Cancellation is fully explained in condition 8 of the policy wording.

What happens if the insurer cannot meet its liabilities?

This Insurance policy is underwritten by Brit Insurance Ltd. Brit Insurance Ltd is covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to up to 90% of the cost of your claim in the unlikely event that the insurer cannot meet its obligations.

About us and your insurer

ARAG plc is authorised and regulated by the Financial Services Authority (firm reference no. 452369) and is authorised to administer this insurance on behalf of Brit Insurance limited.

What happens if I have a complaint?

If you have a complaint you should contact the Managing Director, ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN who will arrange to have your case reviewed at the appropriate level.

If a complaint remains unresolved you may refer it to the Financial Ombudsman Service. They can be contacted at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800 E-mail: enquiries@financial-ombudsman.org.uk

Your policy cover:

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. the Insured Event occurs within the Territorial Limit
2. 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
3. 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
4. any proceedings or hearing are dealt with by a court or any other body that we agree to, in the Territorial Limit
5. the Insured enters into a Conditional Fee Agreement with the Appointed Advisor or the Appointed Advisor enters into a Collective Conditional Fee Agreement with us if a claim will be decided in a court within England & Wales and falls outside the jurisdiction of the Small Claims Court

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. a group litigation order
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 aircraft 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 Insureds 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 first becoming 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 up dated 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 and Expenses that the Insurer pays and pay to The Insurer all costs that are recovered should these be paid to the insured.
h. Tell the Appointed Advisor to have the Legal Costs and Expenses assessed or audited if we require.
i. Minimise any Legal Costs and 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 insureds 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 to continue acting for the Insured with good reason, the Insured dismisses the Appointed Advisor without good reason, or the Insured withdraws from the claim without our agreement, cover will end immediately unless we agree to appoint another Appointed Advisor
- e. The Appointed Advisor must enter into a Conditional Fee Agreement with the Insured or a Collective Conditional Fee Agreement with us if a claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court
- f. 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 this 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 written agreement
- c. If the insured refuses to settle the following
  - (i) A reasonable offer, or
  - (ii) Advice to do so from the Appointed Advisor the insurer may refuse to pay further legal costs & expensesthe Insurer may refuse to pay further Legal Costs & Expenses

## 5. Counsels 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 the Insured and us fail to agree on a suitably qualified 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 it will be forfeited with no return of premium

## 8. Cancellation

- a. You may cancel the policy within 14 days of the date of issue of this policy with a full refund of the premium paid provided you have not made a claim under the policy 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 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 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

## 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

### Conditional Fee Agreement

The separate agreement between the Insured and the Appointed Advisor for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access To Justice Act 1999), the format and contents of which have been agreed to by us before it is entered into.

### Collective Conditional Fee Agreement

The separate agreement between the Appointed Advisor and us for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access To Justice Act 1999) which does not refer to specific proceedings but which provides for the Appointed Advisor's fees and expenses to be payable on a common basis.

### Insured

You and any driver or passenger in or on an Insured Vehicle.

### 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

1. In respect of all Insured Events other than as provided for in 2) below:
  - 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
  - b. Other side's costs and disbursements incurred in civil claims where the Insured has been ordered to pay them or pays them with our agreement
2. Where the claim is brought within England & Wales and falls outside the jurisdiction of the Small Claims Court, reasonable legal costs 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. The Predictable Costs scheme applies to any road traffic accident occurring where damages of less than £10,000 are negotiated prior to the issue of proceedings

## Limit of Indemnity

£100,000 which is 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 motor 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 pursuing 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 Integrity Claims Management who are acting as a claims handling agent on behalf of ARAG plc.

## You/Your

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

Managing Director  
ARAG plc



# keyfacts<sup>®</sup>

Significant Features & Benefits	Significant Exclusions or Limitations	Policy Section
<p>The Insurer will pay the Insured's legal Costs &amp; Expenses up to the limit of indemnity, including the costs of appeals for claims reported during the period of insurance for the following Insured Events.</p>	<p>The claim is always more likely to be successful than not, and is reported to us immediately after first becoming aware of the circumstances.</p> <p>The Insured always agrees to use the Appointed Advisor nominated by us, prior to the issue of proceedings or in any claim Claims Court.</p> <p>For cases in England and Wales falling outside of the Small Claims Court, cover is limited to your Appointed Advisors costs</p>	<p>3) Your Policy Cover</p> <p>4) Your Policy Cover</p> <p>2) Legal Costs and Expenses</p>
<p><b>Legal Costs &amp; Expenses</b></p>	<p>Cover only applies for own side's costs for contract and personal injury claims where the claim will be decided in in a Court within England and Wales and falls outside the jurisdiction of the Small Claims Court. Also the Insured must enter into a conditional fee agreement with the appointed advisor or the appointed advisor must enter into a collective conditional fee with us.</p>	<p>Meaning Of Words &amp; Terms</p>
<p><b>Limit Of Indemnity £100,000</b></p>	<p>£100,000 is the maximum the insurance will pay.</p>	<p>Meaning Of Words &amp; Terms</p>
<p><b>Territorial Limits</b></p>	<p>Cover applies in The United Kingdom, Channel Islands and the Isle of Man except for personal injury where cover extends to the European Union.</p>	<p>Meaning Of Words &amp; Terms</p>
<p><b>Uninsured Loss Recovery</b> We will cover an event that causes damage to your vehicle and/or personal property in or on it.</p>		
<p><b>Personal Injury</b> We will cover an event causing death or personal injury to any driver or passenger whilst in or on an insured vehicle.</p>		
<p><b>Motoring Document Max</b> You are entitled to download legal documents from the ARAG web site to assist you with day-to-day legal issues. These include documents relating to substandard vehicle servicing, demanding a refund from a car dealer for a purchased vehicle, and requesting photographic evidence in respect of a motoring offence</p>	<p>Documents are restricted to motoring matters</p>	