

Motoring Legal Solutions Policy Document Master Policy

- ❖ This is a global Master Policy covering all policyholders.
- ❖ Please read this document carefully to familiarise yourself with our terms and conditions in full, and how you can contact us if you are involved in an accident which is not your fault.
- ❖ If you are unsure about anything in this document, please contact your insurance agent.
- ❖ The policy is administered by Bankstone Ltd on behalf of ARAG plc

***In the event of an accident please call
01423 504689***

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
- arrange a replacement vehicle while yours is being replaced or repaired
- 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 of more of these losses.

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 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, 365 days per year for motor claims reporting; please telephone **01423 504689**.
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 no contact is made with anyone else regarding claiming back your losses or compensation for personal injury until you hear from us
6. Where you have been injured and the person who caused the accident cannot be traced, Bankstone Ltd can apply to the Motor Insurer's Bureau (MIB) to obtain compensation for driver and passenger injuries. Under these circumstances Bankstone Ltd will charge a fee equal to one-third of any compensation obtained from the MIB.

Privacy Statement

This is a summary of how we 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 laws. 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 several 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 a contract between **you** and the **insurer**. The policy and **your** schedule(s) shall be read together as one document.

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) provided that:

- 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**
 - ii) is reported to **us**
 - during the **period of insurance**
 - 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**) where legally permitted.

3. When this policy does not help

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

1. one-third of any compensation obtained from the Motor Insurers' Bureau, where an **insured** has been injured and the person who caused the accident is uninsured or cannot be traced, (under these circumstances Bankstone Ltd will charge a fee equal to one-third of any compensation obtained from the MIB).
2. **legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement
3. a contract
4. defending any claim other than appeals against **you** (**your** motor insurer may help with this)
5. an accident that happens before the start of the policy
6. fines, penalties or compensation or compensation awarded against the **insured**
7. a dispute with **us** or the **insurer** not dealt with under Condition 6
8. a group litigation order
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
10.
 - 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, funding, 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 any policy condition, 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 required, 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 their right to choose, they should 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 to continue acting for the **insured** with good reason, the cover will end immediately. **We** reserve the right to appoint another appointed representative in accordance with 2. b) and c) above.

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** may 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 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 the **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 part of the premium for the remaining 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) 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 **insured**. The **insurer** will refund part of the premium for the unexpired term. **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 intimidation or bullying of **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. 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 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 entered into between the **insured** 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 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

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.
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.

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 schedule to which this policy attaches.

How we handle complaints

Step 1

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

 **The Managing Director, Bankstone Ltd, Holroyds Mill. Old Lane, Halifax, West Yorkshire. HX3 5WQ**

Bankstone Ltd will arrange to have the insured's case reviewed at the appropriate level. If the complaint is not resolved to the insured's satisfaction Bankstone Ltd will refer the matter to our Customer Relations Department for review. We will contact the insured to let them know that we are dealing with the matter and will provide our contact details if this happens.

Step 2

If Bankstone is 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 023 4567 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.

Bankstone Ltd is authorised and regulated by the Financial Conduct Authority FCA Regulation number FRM 313985

Bankstone Ltd is registered in England number 5193549. Registered address: Holroyds Mill, Old Lane, Halifax, HX3 5WQ

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

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: 695331).

www.arag.co.uk

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