Forces Mutual

Policy Booklet

Motor Legal Protection

Important Contact Numbers

Claims notification for accidents that are not your fault (24 hours a day 365 days a year)	**01625 466843**
Claims notification for contract disputes and motoring prosecutions (9am to 5pm Monday to Friday excluding bank holidays)	**0117 917 1698** **or www.arag.co.uk/newclaims**
Legal advice helpline (Personal legal advice 24 hours a day 365 days a year and UK tax advice 9am-5pm Monday to Friday excluding bank holidays)	**+44 (0)344 571 7977**

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

Consumer Legal Services

Register at **www.araglegal.co.uk** and enter voucher code **AFE48BBE98B5** to access the law guide and download legal documents to help with consumer legal matters. You can access a free will and letters relating to the purchase of goods, motor vehicle complaint letters, parking or speeding tickets.

Motor Legal Protection has been arranged for you by PMGI Limited trading as Forces Mutual. Cover is administered by ARAG plc on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

Motor Legal Protection

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Your policy document

Thank you for choosing Motor Legal Protection, provided by ARAG plc. Motor Legal Protection is arranged and administered by PMGI Ltd trading as Police Mutual, acting on behalf of ARAG plc. This is your Motor Legal Protection policy document. It contains everything you need to know about the cover you have bought. Please read this document carefully and keep it safe.

Welcome to ARAG

ARAG plc is a legal expenses and assistance insurance provider, operating nationwide from our headquarters in Bristol. ARAG plc is part of ARAG SE recognised as a global leader, generating premium income of over €2.0 billion per annum.

Thank you for choosing us to take care of your motor legal protection. This policy booklet gives you details of what this policy does and does not cover. It also contains information about our 24 hour helplines and how to make a claim.

Motor Legal Protection pays legal costs to claim back losses which are not covered by your car 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 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 are able to claim back these losses.

Cover is also available to cover legal costs that we have agreed to if

- you are prosecuted for a driving offence (some offences such as parking infringements and drink driving are excluded)
- a contractual dispute arises from an agreement you have entered into for the servicing, maintenance, purchase or sale of your vehicle or its parts and accessories.

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**

Legal and tax advice

If you have a legal or tax problem we recommend that you take advantage of our confidential legal and tax advice helpline which is provided as part of this policy. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within UK, Isle of Man, Channel Islands and EU law or personal tax matters falling within the UK. Services are subject to fair and reasonable use. Your query will be dealt with by a qualified specialist experienced in handling legal and tax related matters.

You can get advice by telephoning **+44 (0)344 571 7977**. Use of this service does not constitute reporting of a claim.

Our 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.

Claims procedure

1. Do not instruct your own lawyer if you are claiming under this policy as we will not pay any costs incurred without our agreement.
2. If you have an accident which is not your fault please telephone **01625 466843**. Lines are open 24 hours a day 365 days a year.
   - We will require details of the accident and names and addresses of all parties including any witnesses
   - 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 will then be contacted to assess your need and suitability for a replacement vehicle.

   Ensure no contact is made with anyone else regarding claiming back your losses or compensation for personal injury until you hear from us.
3. To report a motor prosecution or motor contract dispute claim please call us on **+44 (0)117 917 1698** to request a claim form or download one at **www.arag.co.uk/newclaims**. Alternatively, a claim can be made online at **www.arag.co.uk/newclaims**. Please have your policy schedule to hand.

Within five working days of receiving all the information needed to assess the availability of cover under the policy we will write to you either confirming the appointment of a suitably qualified representative who will promptly progress the claim for you; or if the claim is not covered, we will explain why and whether we can assist in another way.

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/data-legal/privacy-notice/

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.

Your Motor Legal Protection policy

This is **your** ARAG Motor Legal Protection policy. It sets out the contract between **you** and the **insurer**. In return for the premium the **insurer** will cover **you** for claims reported during the **period of insurance** under the terms set out in this policy.

This policy book and **your** schedule are all part of **your** policy. Please read them to avoid misunderstanding. They describe **your** cover. Please pay special attention to the Conditions and Exceptions on pages 7 to 9 of this book. These apply to every policy.

Please make sure **your** policy is what **you** want. If it is not tell the person who sold it to **you** immediately. They can be contacted on **0151 363 5290**.

Policy definitions

The words defined below will have the same meaning wherever they are shown in **your** policy in bold print.

Appointed advisor

The solicitor or other advisor appointed by **us** to act on behalf of the **insured person**.

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 "no-win no-fee".

Conditional fee agreement

A legally enforceable agreement entered into between the **insured person** and **appointed advisor** for paying their professional fees on the basis of "no-win no-fee".

Insured person

You and where **your insured vehicle** has been damaged following an event which is the fault of another party, any passenger in or on **your insured vehicle**.

Insured vehicle

The vehicle specified on the insurance certificate to which this policy attaches.

Insurer

ARAG Legal Expenses Insurance Company Limited.

Legal costs & expenses

- 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.
- Other side's costs and disbursements where the **insured person** has been ordered to pay them or pays them with **our** agreement.

Period of insurance

The period as shown in **your** car 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 person's** claim or appeal will be successful, and
- any judgment being sought by the **insured person** will be enforced.

In motoring prosecution claims where the **insured person** pleads guilty there must be a greater than 50% chance of successfully reducing any sentence or fine or if the **insured person** pleads not guilty there must be a greater than 50% chance that the court will accept that plea.

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 driver(s) named on the insurance certificate to which this policy attaches.

A. When this policy helps

This policy will help the **insured person** if an event which is another party's fault:

A damages the **insured vehicle** and/or personal property in or on it;

B injures or kills an **insured person** whilst in or on the **insured vehicle**;

C occurs where the **insured person** is prosecuted for an offence relating to owning or using the **insured vehicle**;

D causes a dispute arising out of an agreement entered into by the **insured person** for the sale, purchase, hire purchase, lease, credit sale, service, conditional sale, repair or test of an **insured vehicle** and the carriage of passengers or goods within the **territorial limit**.

What is not covered

Defending any claim other than appeals against an **insured person** (**your** car insurance policy may help with this).

What is not covered under C

- Parking offences.
- Owning a vehicle or driving without motor insurance or driving without a valid driving licence.
- Any offence which would be covered under **your** car insurance policy.

What is not covered under D

- An amount below £100.
- A settlement under **your** car insurance policy.

B. How this policy helps

The **insurer** will pay **your legal costs & expenses** provided that:

- the **insured person** keeps to the terms of this policy and cooperates fully with **us**
- the event happens in the **territorial limit** and is reported to **us** during the **period of insurance** and as soon as possible after the **insured person** becomes aware that it has happened
- the claim always has **reasonable prospects of success**
- unless there is a conflict of interest, the **insured person** always agrees to use the **appointed advisor** chosen by **us** in any claim before proceedings need to be issued
- the claim falls under the jurisdiction of a court in the **territorial limit** or the Motor Insurers' Bureau
- the **insured person** enters into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

C. How much this policy pays

This policy covers an **insured person** for

- up to £100,000 **legal costs & expenses** where a claim arises from damage to the **insured vehicle** or where an **insured person** in or on the **insured vehicle** has been injured or killed and compensation is being sought;
- up to £50,000 **legal costs & expenses** where a claim arises from a motoring prosecution or vehicle contract dispute:

for all claims arising from or relating to the same original cause including the cost of appeals.

Conditions which apply to your whole policy

Where the **insurer's** risk is affected by an **insured person'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 claim back **legal costs & expenses** from **you** if this happens.

A. The insured person's responsibilities

The **insured person** must:

- tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to claim back losses, defend their innocence or resolve a claim in their favour
- cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- keep **legal costs & expenses** as low as possible
- allow the **insurer** at any time to take over and conduct in the **insured person's** name, any claim.

B. Freedom to choose an appointed advisor

- In certain circumstances as set out in the next paragraph below, the **insured person** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- If **we** agree to start proceedings or there is a conflict of interest, the **insured person** may choose a suitably qualified **appointed advisor**.
- Where an **insured person** wishes to exercise their right to choose, the **insured person** should write to **us** with their preferred representative's contact details.
- If the **insured person** 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 person** with good reason, the cover will end immediately. **We** reserve the right to appoint another appointed representative as described above.

C. Consent

- The **insured person** must agree to **us** having sight of the **appointed advisor's** file relating to any claim. The **insured person** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- An **insured person** must have **your** agreement to claim under this policy.

D. Settlement

- The **insurer** can settle the claim by paying the reasonable value of the claim.
- The **insured person** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- If the **insured person** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** may refuse to pay further **legal costs & expenses**.

E. Barrister's opinion

We may require the **insured person** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports the **insured person**, 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 person** and **us**. This does not affect the **insured person's** right under Condition F. below.

F. Disputes

If any dispute between the **insured person** and **us** arises from this policy, the **insured person** can make a complaint to **us** as described on page 10 of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured person's** concerns the **insured person** can ask the Financial Ombudsman Service to arbitrate over the complaint.

G. Fraudulent claims

If an **insured person** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.

H. Cancelling your policy

This policy will remain in force for the duration of **your** car insurance policy arranged by Forces Mutual unless **you** or **we** cancel it.

If **you** choose to pay through Forces Mutual's monthly instalment scheme and miss a payment, **we** will consider this to be notice that **you** want to cancel **your** policy.

You may cancel the policy by writing to Forces Mutual within 14 days of the date of the purchase of this policy with a full refund of the premium paid provided an **insured person** has not made a claim which has been accepted.

You may cancel this policy at any time by giving at least 7 days' written notice to Forces Mutual. The **insurer** will refund part of the premium for the remaining period unless an **insured person** notifies a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.

Where there is a valid reason for doing so, the **insurer** has the right to cancel this policy at any time by giving **you** at least 7 days' written notice. The **insurer** will refund part of the premium for the remaining period. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:

- where an **insured person** 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,
- where the **insured person** uses threatening or abusive behaviour or language, or intimidation or bullying **our** staff or suppliers,
- where **we** reasonably suspect fraud.

The **insurer** under the above circumstances has the right to immediately cease to provide indemnity for **legal costs & expenses**.

I. 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.

J. Contracts (Rights of Third Parties) Act 1999

Any person other than **you** under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

Exceptions which apply to your whole policy

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. an event that happens before the start of the policy
3. fines, penalties or compensation awarded against **you**
4. a group litigation order
5. a deliberate or reckless act by **you**
6. an allegation against **you** involving:
   - assault, violence or dishonesty, malicious falsehood or defamation
   - the carriage, dealing in or use of alcohol or illegal drugs
   - indecent or obscene materials
   - illegal immigration
   - money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
7. - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   - radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
   - war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
   - pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
   - 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 **you**
   - 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.

Complaints procedure

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:


0344 893 9013 (Open 9am–5pm, Monday to Friday excluding bank holidays). For our mutual protection and our training purposes, calls may be recorded)


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:


+44 (0)800 0234 567 or +44 (0)300 123 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.

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