

Motor Legal Solutions Policy Document

Certificate No. MLS HAVPC

This is a global Master Policy covering all policyholders of Acorn Insurance.

Please read this Policy carefully to familiarise yourself with the terms and conditions, as well as the claim reporting procedures. If you are unsure about anything in this document please contact Acorn Insurance.

In the event of an accident, please call : 0845 092 0700

What is Motor legal Solutions?

Motor legal Solutions is a product that provides legal services and insurance. It will cover the legal costs if you are involved in certain legal disputes. The legal costs that are covered, the costs we will pay, the services provided and exclusions are explained in the summary, and the terms and conditions of the policy wording. The policy is administered by Acorn Insurance on behalf of ARAG pic and underwritten by Brit Insurance Ltd.

About us and your Insurer

Acorn Insurance and ARAG pic are authorised and regulated by the Financial Services Authority and are authorised to administer this insurance on behalf of Brit Insurance limited.

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.

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.

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. We operate a 24 hour, 365 day per year motor claims reporting helpline. Please immediately telephone 0845 092 0700 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 arrange for:
 - A legal expert to contact you who will offer to act for you in relation to the recovery of your uninsured losses.
 - You to be contacted in relation to the provision of a replacement vehicle.
5. Do not take any action in relation to recovery of your uninsured losses until you hear from us.

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.
6. 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

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. **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

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. 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
 - 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 it 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) 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 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 the 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. 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. No return of premium shall be allowed.

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.

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 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

- 1) In respect of both 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 incurred in civil claims where the Insured has been ordered to pay them or pays them with our agreement
- 2) In respect of both Insured Events 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.

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 Pic who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer/ Brit Insurance Ltd & / Acorn Insurance Ltd who are acting as a claims handling agent on behalf of ARAG pic.

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. **It** however/ a complaint arises/ then this should be addressed in the first instance to:

The Managing Director/ Acorn Insurance Ltd/ 1st Floor/ Daniel House/ 36 Chapel lane/ Formby/ Liverpool L37 4DX
who will arrange to have your case reviewed at the appropriate level.

If the complaint is not resolved you may refer it to :

The Managing Director ARAG Pic/ 9 Whiteladies Road/ Clifton/ Bristol BS81NN
who will review your case.

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: 02079848800

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

<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.

Save as provided above, in the event that any dispute as to the terms and effect of this Policy remains unresolved then such dispute shall be referred for arbitration to an independent solicitor to be agreed jointly by the parties. In the event that an independent solicitor cannot be agreed upon, then an arbitrator will be appointed by the President for the time being of The Law Society of England & Wales. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

ARAG pic Registered in England number 02585818

Registered Office: Froomsgate House, Rupert Street, Bristol BS1 2QJ

ARAG pic (registration number 452369), Bankstone Ltd (registration number 313985) 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 or by contacting the FSA on 0845 606 1234.

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