

# Legal Expenses Cover Policy Document

insurethebox will not give financial advice on whether this policy is suited to your needs. You should read this entire document (in conjunction with your Private Car Policy documents) to ensure that it meets your needs. You should only purchase this policy if you believe that it is right for you.

The cost of this policy includes Insurance Premium Tax. This policy is only available to you at the time that you purchase or renew an insurethebox Private Car Policy.

Policyholders have access to Legal Expenses Cover – a suite of extra insurances provided to you for added protection and peace of mind. This document provides the terms and conditions of Legal Expenses Cover. Please read it carefully and keep it in a safe place with your Private Car Policy Document, your current Statement of Fact, Schedule, Certificate of Motor Insurance and Important Information document.

If you need to make a claim against Legal Expenses Cover you will need to refer to this document.

In return for payment of the premium **we** have agreed to insure you with the named insurer subject to the terms, conditions and exclusions contained in your Private Car Policy Document and this Legal Expenses Cover Policy Document as noted on your Schedule for claims made within the **territorial limits** during the period of policy cover.

This policy is valid for a period of 12 months from the date of inception of your Private Car Policy.

## Legal Expenses Cover

Legal Expenses Cover provides you with the following:

- Legal Expenses Cover
- Motor Prosecution Defence

## The laws that apply to Legal Expenses Cover

Unless **we** have agreed otherwise with you, this insurance is governed by English law and all communication shall be conducted in English.

## Distributor

The distributor is insurethebox, a trading name of Aioi Nissay Dowa Insurance UK Limited.

## Insurer

The insurer of Enhanced Courtesy Car Cover is Aioi Nissay Dowa Insurance UK Limited, who is authorised by the Financial Conduct Authority, and authorised and regulated by the Prudential Regulation Authority, Financial Services Register number 816870. Aioi Nissay Dowa Insurance UK Limited is registered in England and Wales (Company Number: 11105895), registered office: 52-56 Leadenhall Street, London EC3A 2BJ.

## Administrator

The administrator is ARAG plc. Registered in England (Company No. 02585818). Registered Office: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority (FCA registered number is 452369).

## Definitions

The words and meanings which are shown as definitions in your Private Car Policy Document will have the same meanings wherever they are shown in this Legal Expenses Cover Policy Document unless **we** state otherwise.

### The following additional definitions apply:

#### Appointed Advisor

The solicitor or other advisor appointed by **us** to act on your behalf.

#### Collective Conditional Fee Agreement

A legally enforceable agreement between you 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 your car with your permission

#### 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**. The term "standard basis" can be found within the Court's Civil Procedure Rules Part 44.3.
- 2) In civil claims, other side's costs, fees and disbursements where you have been ordered to pay them or you pay them with **our** agreement.

#### Reasonable Prospects of Success

- 1) Other than set out in 2) and 3) below, a greater than 50% chance of you successfully pursuing or defending the claim and, if you are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- 2) In criminal prosecution claims where you:
  - a) plead guilty, a greater than 50% chance of reducing any sentence or fine or
  - b) plead not guilty, a greater than 50% chance of that plea being accepted by the court.
- 3) In all claims involving an appeal, a greater than 50% chance of you being successful.

Where it has been determined that **reasonable prospects of success** do not exist, you must pay any legal costs incurred if you proceed with your claim irrespective of the outcome.

#### 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.

#### Automatic renewal

To make renewal easy for you, the extra insurances that are covered by this policy will be renewed automatically as described in your Private Car Policy.

#### Cancellation

This policy will always expire on **cancellation** of your Private Car Policy and is subject to the **cancellation** conditions shown in that policy. (See Section 12, General Condition 6.) You can cancel this policy in full or in part within 14 days of the inception date of this policy and receive a full refund of premium unless you have made a claim. If you cancel this Policy after 14 days of the inception date, you will receive a refund of any premium paid for the remaining **insured** period, unless you have made a claim.

This policy is separate to your Private Car Policy so cancelling this policy will not automatically cancel your Private Car Policy. Please refer to the **cancellation** section of your Private Car Policy Document if you want to cancel your Private Car Policy as well.

If you or **we** cancel your Private Car Policy, then this Legal Expenses Cover Policy will cancel automatically at the same time.

# Your Cover

## What is covered

Following an **Insured** event, the insurer will pay **legal costs & expenses** including the cost of Appeals up to:

- £100,000 for Section 1
- £50,000 for Section 2

for all claims related by time or originating cause where you meet all of the following requirements.

- 1) You have paid the insurance premium.
- 2) You keep to the terms of this policy and cooperate fully with **us**.
- 3) The **Insured** event happens within the **territorial limit**.
- 4) The claim
  - a) always has **reasonable prospects of success** and
  - b) is reported to **us**
    - i) during the period of insurance and
    - ii) as soon as you first become aware of an event which could give rise to a claim.

Unless there is a conflict of interest, you must always agree to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.

Any dispute will be dealt with through the personal injury process online, a court or the Motor Insurers' Bureau within the **territorial limit**.

You must enter into a conditional fee agreement (unless the **appointed advisor** has entered into a **collective conditional fee agreement** with **us**) where this is lawful.

When you call **us** to claim back losses which are not otherwise **insured** under **Insured** event 1), **we** will accept your call as notification of your claim. For Motor Prosecution Defence brought against **Insured** events 2) **we** must have received your fully completed claim form.

## Section 1 Claiming back losses which are not otherwise insured

An event which is another party's fault that:

- a) damages your car and/or personal property in or on it, and/or
- b) injures or kills you whilst in or on your car.

### What is not covered under Insured event 1)

Any claim arising from or relating to an agreement you have entered into with another party

## Section 2 Motor Prosecution Defence

You are served with notice of prosecution following an alleged motoring offence.

### What is not covered under Insured event 2)

Any claim arising from or relating to:

- 1) an allegation or prosecution involving parking infringements or failing to pay a penalty for parking infringements
- 2) driving:
  - a) without valid motor insurance for your car.
  - b) without a valid driving licence.
  - c) while using a mobile phone.

## What is not covered

The insurer will not pay for;

1. **Legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement
2. the cost of fuel
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 cover under this section
6. fines, penalties or compensation awarded against the **insured**
7. a group litigation order.

## How to contact us if you have a claim

### Claims Procedure

If you instruct your own solicitor without telling **us**, you will have to pay costs that are not covered by this policy.

If your vehicle is damaged and you wish to claim against the person at fault

- 1) Call **us** on 0333 000 7906 as soon as possible. This line is open 24 hours a day, 365 days a year.
- 2) **We** will ask you to describe what has happened to cause damage to the **insured** vehicle and names and addresses of all parties involved including any witnesses.
- 3) If the advisor believes the accident is another party's fault, **we** will arrange for:
  - you to be contacted for help to claim back losses (such as your motor policy excess) and talk about your need and suitability for a replacement vehicle,
  - **our appointed advisor** to contact you about claiming compensation for any injuries.
- 4) Ensure that no contact is made with anyone else about claiming compensation for personal injury or claiming back your losses until you hear from **us**.

#### To claim for other insured events

- 1) A claim form can be downloaded at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or requested by telephoning **us** on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).
- 2) The completed claim form and supporting documents can be sent to **us** by email, post or fax. Further details are set out in the claim form itself.
- 3) **We** will write to you to confirm **we** have received your claim form by the end of the next working day after receiving your claim form.
- 4) Within five working days of receiving all the information needed to check your claim under the policy, **we** will write to you either:
  - a) confirming cover under the terms of this policy and advising you of the next steps to progress your claim; or
  - b) if the claim is not covered, **we** will explain in full the reason why and advise whether **we** can assist in another way.
- 5) When a representative is appointed they will try to resolve your claim without delay.
- 6) **We** will check on the progress of your claim with the **appointed advisor** from time to time.

Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## 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](http://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 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.

## General 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 claim back **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 **we** require, 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 interest except 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 the right to choose, the **insured** must 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.

### 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 later in this policy (please refer to "If **we** do not provide the expected service") 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. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments and rules referred to within this section 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.

## 8. 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 section under the contracts (Rights of Third Parties) Act 1999.

## General Exceptions

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

1. costs incurred without **our** consent
2. any actual or alleged act, accident, omission or dispute happening before, or existing at the start of this policy, and which you knew or ought reasonably to have known could lead to a claim
3. an allegation against you involving
  - a) assault, violence, road-rage or malicious falsehood
  - b) the carriage or use of alcohol or illegal drugs
  - c) illegal immigration
  - d) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
4. defending a claim in respect of damages for personal injury, or loss or damage to your property
5. a judicial review
6. a dispute with **us**, the insurer or the party who arranged this cover not dealt with under Condition 6
7. the payment of fines, penalties or compensation awarded against you; or costs awarded against you by a court of criminal jurisdiction.

## Complaints

**Our** aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing you with the highest standard of service.

If you have any questions or concerns about this policy or how it was sold to you, you should contact the **Insurer**:

Aioi Nissay Dowa Insurance UK Limited  
PO Box 1308  
Newcastle upon Tyne  
NE12 2BF

Email: [complaints.service@insurethebox.com](mailto:complaints.service@insurethebox.com)

Telephone: 0333 103 0000

If you have any questions or concerns about the handling of a claim, you should contact the **administrator**.

ARAG plc  
9 Whiteladies Road  
Clifton  
Bristol  
BS8 1NN

Telephone: +44 (0) 117 917 1561 (9am-5pm, Mon-Fri)

Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

Website: [www.arag.co.uk](http://www.arag.co.uk)

If your complaint is not resolved to your satisfaction then you may refer it to the Financial Ombudsman Service. They can be contacted by telephone on **0800 023 4567** or **0300 123 9123\***; or you can email them at:

**[enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)**

Or write to them at:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

**What happens if the insurer cannot meet its liabilities?**

Aioi Nissay Dowa Insurance UK Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of your claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation arrangements is available from the FSCS.

\* Any calls to numbers starting 03 cost the same as calls to numbers starting 01 or 02 and may be included in any inclusive calls package you may have. insurethebox does not earn any revenue from the use of the 03 number.