

## Motor ULR

Underwritten by HDI Global Specialty SE

---

# Policy Schedule

---

Legal claims assistance.

---

### 24 HOUR ACCIDENT CLAIM LINE:

**0161 39 39 336**

If your vehicle is involved in a motor accident with another vehicle, you should notify us as soon as possible. Under no circumstances should you instruct your own lawyer as we will not pay the costs incurred and it could invalidate your cover. You can report your claim 24 hours a day by telephoning **0161 39 39 336** or online at [www.mapslegal.co.uk](http://www.mapslegal.co.uk)

### ONLINE REPORTING & TRACKING:

**[www.mapslegal.co.uk](http://www.mapslegal.co.uk)**

Claims can be reported to us at [www.mapslegal.co.uk](http://www.mapslegal.co.uk) with secure access to track the progress of your claim.

# Motor ULR Legal Protection

## Insurance Product Information Document

**Company:** ARAG plc

**Product:** Motor ULR Legal Protection

ARAG plc is 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). Please refer to your policy wording for full details of contract terms and conditions as well as pre-contractual information we are required to disclose to you.

### What is this type of insurance?

Motor ULR Legal Protection provides an accident assistance service and protects you against legal costs to claim back losses that are not covered by your motor insurance policy if your vehicle is damaged by another motor vehicle in an accident that is not your fault. Cover applies for solicitors and barrister's fees, court costs and your opponent's costs if the court awards costs against you.



#### What is insured?

Examples of the losses you have a legal right to claim back from the insurer of the person at fault include:

- ✓ the excess payable under your comprehensive motor insurance policy, or
- ✓ your vehicle repair costs if you are insured only for Third Party, Fire and Theft;
- ✓ the cost of hiring a replacement vehicle while yours is being repaired;
- ✓ alternative travel costs if you use public transport because your vehicle cannot be driven;
- ✓ compensation for damage to personal property that is in or on your vehicle.

If you are not protected against legal costs to recover your losses, you could instruct a lawyer to work for you under a "no win no fee" agreement, but they would take a success fee from your compensation. Motor ULR Legal Protection allows you to keep 100% of your compensation and is available for smaller claims where "no win no fee" agreements will not be available.



#### What is not insured?

- ✗ Claims that do not have a 51% chance or more of success.
- ✗ Your vehicle being damaged before your cover starts.
- ✗ Costs that you incur without our consent or which exceed the sum we would pay a law firm from our panel.
- ✗ Driving whilst uninsured, disqualified or while under the influence of alcohol or illegal drugs.
- ✗ Compensation for personal injury.



#### Are there any restrictions on cover?

- ! Claims must be reported to us during the period of insurance.
- ! The most the insurer will pay is £100,000 for all claims arising from the same accident.
- ! We will choose your lawyer from our panel unless there is a conflict of interest or the point has been reached at which proceedings need to be issued.



#### Where am I covered?

You are covered for accidents in the UK, Isle of Man and Channel Islands, EU countries, Norway and Switzerland.



#### What are my obligations?

- You must report your claim to us as soon as possible after the accident and during the period of insurance, using the 'phone number shown on your Policy Schedule.
- You must co-operate with us and the person we appoint to conduct your claim.
- You must act to keep the costs of your claim as low as possible and must agree to a reasonable offer to settle it.

**When and how do I pay?**

The person who sells your Motor ULR Legal Protection policy will tell you whether you need to pay a separate premium for this cover or whether it is automatically included in the sum you pay for your motor insurance policy. If you are charged a separate premium it can be paid by the same method at the same time as you pay for your motor insurance.

**When does cover start and end?**

Cover starts and ends at the same time as your motor insurance policy.

**How do I cancel the contract?**

Where your premium for Motor ULR Legal Protection has been included within your motor insurance premium, it cannot be cancelled independently from your motor insurance policy and the contract will run for as long as that policy stays in force. If you have paid an additional premium for Motor ULR Legal Protection, you can cancel within the first 14 days of receiving your policy and obtain a full refund provided that we have not accepted a claim. Tell the person who sold your policy to you that you wish to cancel. They will decide what refund, if any, is due for the time you have not used if you cancel after the first 14 days.

# MOTOR ULR LEGAL PROTECTION POLICY WORDING

This policy is evidence of the contract between **You** and the **Insurer**.

## YOUR POLICY COVER

Following an Insured Event the **Insurer** will pay the **Insured's Legal Costs & Expenses** up to the **Limit of Indemnity** (for all claims arising from or relating to the same original cause including the cost of appeals) subject to all the following requirements being met:

- 1) **You** have paid the insurance premium
- 2) the **Insured** keeps to the terms of this policy and cooperates fully with **Us**
- 3) the accident occurs within the **Territorial Limit**
- 4) the claim
  - always has **Reasonable Prospects of Success**; and
  - is reported to **Us**
    - during the **Period of Insurance**
    - as soon as possible after the accident
- 5) unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** before proceedings need to be issued
- 6) the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau and in the **Territorial Limit**
- 7) the **Insured** enters into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement** with **Us**) where legally permitted.

## INSURED EVENTS

### Uninsured Loss Recovery

A road traffic accident with another vehicle causing damage to the **Insured Vehicle** and/or personal property in or on it which is another party's fault.

### WHAT IS NOT INSURED BY THIS POLICY

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

1. personal injury
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 awarded against the **Insured**
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 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**.

### CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions 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** should this occur

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.
  - 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 with good reason to continue acting for an **Insured**, 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 any **Legal Costs & Expenses** incurred without **Our** written agreement.
  - c) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to 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 if a dispute arises 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 an **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 the breach has:
    - i) affected **Our** assessment of **Reasonable Prospects of Success**, and/or
    - ii) prejudiced any part the outcome of the **Insured's** claim

the **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 issue of this policy with a full refund of the **insurance 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** but 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 **Insurer** will refund the premium for the remaining **period of insurance**. **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 co-operate 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 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**.

#### 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 between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of "no-win no-fee"

#### Insured

**You** and any driver or passenger in or on the **Insured Vehicle** with **Your** permission.

#### Insured Vehicle

The vehicle(s) 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 44.3
- 2) Other side's costs and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.

#### 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

This means that it is always more likely than not that:

- the **Insured's** claim or appeal will be successful, and
- any judgement 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 are authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, &/or Motor Accident Protection Services Ltd who are acting as a claims handling agent on behalf of ARAG plc.

#### You/Your

The person(s) named in the Schedule to which this policy attaches.

#### COMPLAINTS

##### 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: Tel: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays, for our mutual protection and training purposes, calls may be recorded).  
customerrelations@arag.co.uk  
ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

##### 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) provided that it falls within their jurisdiction. 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](http://www.financial-ombudsman.org.uk). 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's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

#### 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 [www.fscs.org.uk](http://www.fscs.org.uk)

#### How to make a claim

If **You** are involved in an accident which is not **Your** fault please contact **Us** as soon as possible. Under no circumstances should **You** instruct **Your** own solicitor as **We** will not pay any costs incurred without **Our** agreement.

**You** can report your claim 24 hours a day by telephoning 0161 39 39 336 or online at [www.mapslegal.co.uk](http://www.mapslegal.co.uk)

#### 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](http://www.arag.co.uk)

The insurer's full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

#### 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.