

Motoring Legal Solutions Policy Document Master Policy

- ❖ This is a global Master Policy covering all policyholders of Triumph Insurance.
- ❖ 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.

***In the event of an accident please call
0344 381 4465***

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 are able to claim back these losses.

What happens if the Insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation up to 90% of the cost of your claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

Claims procedure

If you are involved in an accident which is not your fault:

1. under no circumstances should you instruct your own lawyer 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 **0344 381 4465**.
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. claims will be subject to an administration fee of £50.00 which will be deducted from the settlement obtained for you unless 7. below applies.
7. 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.

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. the first £50 where the value of the claim is less than the small claims limit. In such claims this will be deducted from the **insured's** settlement
2. 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).
3. **legal costs & expenses** incurred before **we** accept a claim or without **our** written agreement
4. a contract
5. defending any claim other than appeals against **you** (**your** motor insurer may help with this)
6. an accident that happens before the start of the policy
7. fines, penalties or compensation or compensation awarded against the **insured**
8. a dispute with **us** or the **insurer** not dealt with under Condition 6
9. a group litigation order
10.
 - 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**.

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 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 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) If **we** agree to start proceedings or there is a conflict of interest, the **insured** may choose a suitably qualified **appointed advisor**. Unless there is a conflict of interest, this right does not apply where the **insured's** claim is to be dealt with by the **small claims court**, and **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.
- 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

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.

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

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

8. 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.

9. 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.

10. Data Protection Act

It is agreed by the **insured** that any information provided to **us** and/or the **insurer** regarding the **insured** will be processed by **us** and/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 involve passing information to other parties. For our mutual protection and **our** training purposes, calls may be recorded.

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.

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 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

Brit Syndicate 2987 at Lloyd’s (written under unique market reference B0356KA233D12A000 or replacement thereof).

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. This policy will run concurrently with **your** bike insurance policy and is subject to renewal on an annual basis.

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.

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; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, or the equivalent jurisdiction in the United Kingdom where the policy applies.

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**, Brit Syndicate 2987 at Lloyd’s; &/or Bankstone Ltd who are acting as a claims handling agent on behalf of ARAG plc.

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, Dale House, Armytage Road, Brighouse, West Yorkshire HD6 1PT**

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

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's. They can be reached in the following ways:

 **0207 327 5693, Fax: 0207 327 5225**
 **complaints@lloyds.com**
 **Policyholder & Market Assistance, Market Services, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN**

Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you may 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's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

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

ARAG plc and Bankstone Ltd (a claims management company, registration number 313985) are authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

www.arag.co.uk

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