

0845 241 7199



Legal Expenses  
Breakdown Assistance  
Claims Assistance

**todd**  
INSURANCE  
BROKERS

# Complete Peace of Mind Motoring

Should your vehicle be immobilised as a result of electrical or mechanical breakdown or accident (including fire and malicious damage), it will be taken to the nearest repairer, secure premises or, if nearer, to your home. This service is provided throughout Ireland and the United Kingdom

## 1 Home start assistance

If your vehicle or motorcycle breaks down we will send somebody to assist you. Up to one hour's free labour will be provided in SITU, if on the spot repairs can be made. If your car cannot be repaired, we will tow it to the nearest competent repairer or to your own garage if this is closer.

## 2 Roadside assistance

If your vehicle or motorcycle breaks down, suffers a puncture or is involved in an accident away from home, we will send somebody to assist you. We will provide up to one hour's free labour at the roadside. If your vehicle cannot be repaired on the spot, we will tow the car to the nearest competent repairer, garage or your home, if closer.

## 3 Message relay

We will relay up to two urgent messages to worried friends, relatives or employers following any unforeseen delay

**You must report ALL claims by contacting our claims helpline. We are here to help you 24 hours a day, 365 days a year.**

Claims Helpline

0845 241 7199

### Other Services Available

#### Replacement Car Facility:

A Comparable replacement vehicle will be available where the charges can be recovered from the third party who is at fault. Time delay may occur at weekends.

#### Fault Hire Facility:

We will provide a vehicle for the duration of repairs in the event of an accident that is your fault, providing your vehicle is repaired at one of our network of approved repairers

#### Credit Repair Facility:

In the event of you being insured on a third party basis we will instruct an approved repairer to proceed with repairs and we will try to recover the cost from the third party who is at fault

#### Exceptions

The Company shall not be liable for:

1. For any liability or consequential loss arising from any act performed in the execution of the assistance service provided. 2. To pay for expenses which are recoverable from any other source. 3. For any accident or breakdown brought about by any avoidable, wilful and deliberate act committed by the insured. 4. For the cost of repairing the car other than outlined in the Benefit, number 1. 5. For the cost of any key parts, keys, lubricants, fluids or fuel required to restore a vehicle's mobility. 6. For any claim caused by fuels, mineral essences or other inflammable materials, explosives or toxins transported in the car. 7. For the payment of the labour benefits outside Ireland.

#### Conditions

1. No benefits shall be payable unless FARG Assist Ltd. has been notified and has authorised assistance through the medium of the emergency telephone number provided. 2. Territorial limits of cover are the Republic of Ireland and the UK. 3. Vehicles eligible for assistance will be restricted to Private Cars or Private Cars modified for commercial use. All vehicles more than 4 years old must have a valid MOT certificate. 4. The Benefits of this policy will be subject to a maximum of three assistances per annum.

## Things you must do in the event of an accident.

The first thing is, **don't panic**. Then, take all the details of the other people involved in the accident as well as any independent witnesses that may have seen what happened. **Never Admit Liability at the scene of an accident**

Their Name:

Address:

Telephone Number:

Car Registration:

Insurance Details:

Name and Number of any Witnesses:

### Call 0845 241 7199 to report the Accident as soon as possible

If you have been involved in an accident which is not your fault, your policy provides separate cover of up to £100,000\* to cover the cost of recovering losses you have incurred from the guilty party or their insurers. You are covered anywhere within the UK and EUROPE.

These may include:

- Policy Excess - any amount you are responsible for under your motor policy.
- Compensation for personal injury.
- Vehicle recovery and storage charges.
- Your loss of earnings.
- Damages to your personal property.
- Out of pocket expenses such as emergency accommodation.

FARG Assist Ltd will appoint a specialist solicitor from their panel to pursue the recovery of your uninsured losses.

\* Cover provided by Brit Insurance

## keyfacts

This is a summary of your Motor Legal Expenses Policy. It does not contain the full terms and conditions which can be found in your policy wording. The period of cover is for 12 months following acceptance of the proposal form and payment of the premium or agreement to pay the premium. This policy is suitable for someone seeking insurance cover for legal costs incurred pursuing a

claim for the recovery of uninsured losses from the person responsible following a non-fault accident. This policy will be governed by and construed in accordance with English Law.

The table below tells you about the main features and limitations of your policy.

SIGNIFICANT FEATURES & BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	WHERE TO FIND EXCLUSIONS AND LIMITATIONS IN YOUR POLICY
The Insurer will pay Legal Costs & Expenses up to the limit of indemnity, including the cost of appeals for claims reported during the period of insurance for the following INSURED EVENTS	<p>The claim is always more likely than not to be successful and is reported immediately after the Insured first becomes aware of the circumstances that could give rise to a claim</p> <p>The Insured always agrees to use the Appointed Advisor nominated by Us, prior to the issue of proceedings or in any claim falling under the jurisdiction of the small claims court</p> <p>For cases in England and Wales falling outside of the small claims court, cover is limited to the Appointed Advisor's costs</p>	<p>Proviso 3</p> <p>Proviso 4</p> <p>Proviso 6</p>
<p><b>Uninsured Loss Recovery</b></p> <p>We will cover an event that causes damage to Your vehicle and/or personal property in or on it</p>		
<p><b>Personal Injury</b></p> <p>We will cover an event causing death or personal injury to any driver or passenger whilst in or on an Insured vehicle</p>		
<p><b>On-Line Legal Services</b></p> <p>You are entitled to download legal documents from Our website to assist you with day-to-day legal issues. These include documents relating to substandard vehicle servicing, demanding a refund from a car dealer for a purchased vehicle, and requesting photographic evidence in respect of a motoring offence</p>	While many documents are free others are subject to a small fee	
<p><b>Legal &amp; Tax Advice</b></p> <p>Access to legal experts 24 hours a day, 365 days of the year and tax experts between 9.00am and 5.00pm Monday to Friday</p>	<p>We will not put any advice in writing</p> <p>Advice will be restricted to personal matters</p>	
	<p><b>Territorial Limit</b></p> <p>The United Kingdom, Channel Islands, the Isle of Man and countries in the European Union.</p> <p><b>Limit of Indemnity</b></p> <p>£100,000 is the maximum the Insurer will pay</p> <p><b>Legal Costs and Expenses Cover</b></p> <p>only applies for own side's costs where the claim will be decided in a court within England &amp; Wales and falls outside the jurisdiction of the Small Claims Court. Also the insured must enter into a conditional fee agreement with the Appointed Advisor or the Appointed Advisor must enter into a collective conditional fee agreement with us.</p>	<p>MEANINGS OF WORDS AND TERMS.</p> <p>MEANING OF WORDS AND TERMS.</p> <p>MEANING OF WORDS AND TERMS</p>

### Claims Procedure

Under no circumstances should You instruct Your own lawyer as the Insurer will not pay the costs incurred and it could invalidate Your cover. FARG Assist Ltd provides a 24 hour, 365 day motor claims reporting helpline. Please immediately telephone 0845 601 6050 if you are involved in a motor accident (calls charged at national rate). We will require details of the accident and names and addresses of all parties involved including any witnesses. If the advisor does not believe the accident is the Insured's fault, We will arrange for:

- A legal expert to contact the Insured who will offer to act to recover uninsured losses.
- You to be contacted in relation to the provision of a replacement vehicle.

Do not take any action in relation to recovery of uninsured losses until you hear from Us.

### Cancellation

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.

### Financial Services Compensation Scheme (FSCS)

Brit Syndicate 2987 at Lloyd's 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 scheme arrangements is available from the FSCS.

### Complaints Procedure

We are committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you would ring to report a claim. The staff handling your call should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department (details below), where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN  
customerrelations@arag.co.uk

0844 472 2938 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).

If a complaint remains unresolved you may refer it to the Financial Ombudsman Service. They can be contacted at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. telephone: 0845 080 1800 E-mail: enquiries@financial-ombudsman.org.uk  
ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service FARG Assist 588350

## FARG Assist in partnership with ARAG Plc. MOTOR LEGAL EXPENSES POLICY WORDING 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

#### 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

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

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
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, 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 THIS POLICY

Failure to keep to any of these conditions may lead us to cancel Your policy, refuse a claim or withdraw from an on-going 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. If we and the Insured 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) 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 an Insured makes 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 the Insured's 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 Insured should ask Us to review the matter by using Our customer complaint handling procedure. If the Insured remains dissatisfied the Insured can ask the Financial Ombudsman Service to review their complaint.

#### 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 this 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. The Insurer will refund part of the premium for the unexpired 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) The Insurer may cancel the policy at any time by giving at least 21 days' written notice to you. The Insurer will refund part of the premium for the unexpired period

#### 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 Syndicate 2987 at Lloyd's

#### Legal Costs & Expenses

- 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 or in accordance with the Predictable or Fixed Costs scheme if applicable
- b) Other side's costs incurred in civil claims 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

If the Insured is seeking damages or compensation, there must be a greater than 50% chance of enforcing any Judgment that might be obtained

In all claims including an appeal where the Insured has a greater than 50% chance of successfully pursuing the claim or defending an appeal.

#### 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

FARG Assist Ltd. acting as a claims handling agent on behalf of ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer, Brit Syndicate 2987 at Lloyd's

#### You/Your

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

### COMPLAINTS

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 where we will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN  
customerrelations@arag.co.uk

0844 472 2938 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).

If a complaint remains unresolved, you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million.

They can be contacted at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
enquiries@financial-ombudsman.org.uk  
0845 080 1800

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

If your complaint cannot be dealt with by the FOS, it can be referred for independent arbitration as explained in condition 6 of the policy. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

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

This policy is provided by: FARG Assist Ltd Registered in England number 588350 @ ARAG plc.

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

ARAG plc is authorised and regulated by the Financial Services Authority, registration number 452369 and this can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

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

[www.toddni.co.uk](http://www.toddni.co.uk)

**Omagh - Enniskillen - Larne**

Authorised and Regulated by the  
Financial Services Authority

**todd**  
INSURANCE  
BROKERS