

# Claims Breakdown Assistance Legal Expenses



ChilliDrive

powered by

auto1line

**CLAIMS HELPLINE**

**0161 804 9012**

## Your guide to making a claim

You must report ALL claims by contacting our claims helpline. We are here to help you 24 hours a day, 365 days a year. You give us your details and we do the rest.

### Breakdown Assistance

#### Home start assistance

If your vehicle breaks down we will send somebody to assist you. If repairs can be made on the spot, up to one hours free labour will be provided.

If your vehicle cannot be repaired on the spot, we will tow it to the nearest repairer or to your own garage, whichever is closer. In the event that you wish to be towed to your own garage and this is further, then Intelligent Vehicle Services Limited will seek to recover the additional cost from you.

\*MAX MILEAGE OF 20 MILES FROM INCIDENT LOCATION TO NEAREST REPAIRER. ANY INCREASE ON THIS LIMIT TO BE AT THE EXPENSE OF THE POLICYHOLDER.

#### Roadside assistance

If your vehicle breaks down, suffers a puncture or is involved in an accident away from home, we will send somebody to assist you. If repairs can be made on the spot, up to one hours free labour will be provided.

If your vehicle cannot be repaired on the spot, we will tow the vehicle to the nearest repairer, your own garage or your home, whichever is closer\*. In the event that you wish to be towed home or to your own garage and this is further, then IVS Ltd will seek to recover the additional cost from you.

\*MAX MILEAGE OF 20 MILES FROM INCIDENT LOCATION TO NEAREST REPAIRER/HOME. ANY INCREASE ON THIS LIMIT TO BE AT THE EXPENSE OF THE POLICYHOLDER.

If your vehicle suffers a puncture we will send someone to assist you subject to a serviceable spare wheel being available and where applicable any locking wheel nuts must be able to be removed. If this condition is not met IVS Ltd will charge for the time and equipment provided to put the vehicle back on the road.

#### Message relay

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

## Exceptions

The Company shall not be liable:

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. Excludes commercial vehicles with a GVW 3.5 tonne and over, or vehicles of a special construction.

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\* Calls are charged at the local rate

## Conditions

1. No benefit shall be payable unless IVS Ltd has been notified and authorised assistance through the medium of the emergency telephone number provided.
2. Maximum mileage of 20 miles from incident locus to nearest repair/home.
3. Any increase on this limit to be at the expense of the policyholder.
4. Territorial limits of cover are the Republic of Ireland and the UK. 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.
5. The Benefit of this policy will be subject to a maximum of three assistances per annum. IVS Ltd will only be responsible for one assist per incident.
6. In the event of a call out where the customer cannot be located as the vehicle has been moved and IVS Ltd or the agent has not been advised IVS Ltd will seek to recover the cost of the call out.

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## 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 have seen what happened.

Their Name:

Address:

Telephone Number :

Car Registration:

Insurance Details:

Witnesses (if possible)

Name of witness 1:

Name of witness 2:

Address of witness 1:

Address of witness 2:

Telephone Number:

Telephone Number:

# Motor Legal Expenses Policy Summary

## keyfacts<sup>®</sup>

The table below shows a summary of cover. For full terms and conditions of the policy, please read the policy wording.

Significant Features & Benefits	Significant Exclusions or Limitations	Where Found
<p>The insurer will pay the insured's legal costs &amp; expenses up to £100,000 including the cost of appeals for claims reported during the period of insurance.</p>	<ul style="list-style-type: none"> <li>The claim is always more likely than not to be successful, and is reported to us as soon as possible after the accident.</li> <li>The insured always agrees to use the appointed advisor chosen by us, before the issue of proceedings or in any claim under the small claims court unless there is a conflict of interest.</li> </ul>	<p>P2. How this policy helps</p> <p>d)</p> <p>e)</p>
<p>This policy will help the insured if an event:</p> <ul style="list-style-type: none"> <li>damages the insured vehicle and/ or personal property in or on it, and/or</li> <li>injures or kills the insured whilst in or on an insured vehicle.</li> </ul>	<ul style="list-style-type: none"> <li>Another party must be at fault.</li> </ul>	<p>1. When this policy helps</p>
<p><b>Legal &amp; Tax Advice</b></p> <p>Access by phone to legal and tax experts 24 hours a day for EU wide legal advice and UK tax law.</p>	<ul style="list-style-type: none"> <li>We will not put any advice in writing.</li> <li>Legal and tax advice is restricted to personal matters.</li> <li>Advice on UK tax law is available from Monday to Friday between 9am and 5pm.</li> <li>Services are subject to fair and reasonable use.</li> </ul>	<p>Legal and tax advice</p>

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# Motor Legal Expenses Policy Summary Continued

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## Significant Features & Benefits

### ARAG Consumer Legal Services

- Visit our Consumer Legal Services website at [www.araglegal.co.uk](http://www.araglegal.co.uk) and register using your voucher code to download legal documents that can assist you with day-to-day legal issues.
- You can access our online law guide.
- Many documents offer legal review services.

## Significant Exclusions or Limitations

- Documents are restricted to consumer legal matters.
- Some documents can only be used in England and Wales.
- Many documents are free while others attract a modest fee.
- Legal review services are subject to a fee.

## Where Found

Consumer  
Legal Services

### Territorial Limit

The United Kingdom, Channel Islands, the Isle of Man, Norway, Switzerland and the European Union.

### Period of Insurance

Unless otherwise agreed the period of insurance shall be for twelve months.

### Meaning of words & terms

Territorial Limit

### Meaning of words & terms

Period of  
Insurance

## 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
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.

### 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.

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

AmTrust Europe Limited 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.

## Complaints

### Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. 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, 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:

- 1) 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).
- 2) [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)
- 3) 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 can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at:

0800 0234 567 or 0300 123 9123  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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)

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

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### **Legal and tax advice**

If you have a legal or tax problem we recommend that you take advantage of our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers personal legal matters within UK and EU law or personal tax matters falling within UK law. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

You can get advice by telephoning 0344 571 7977. Use of this service does not constitute reporting of a claim.

The helpline is subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

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

AmTrust Europe 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 scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk)

### **Claims procedure**

If you are involved in an accident which is not your fault please contact us as soon as possible.

1. Under no circumstances should you instruct your own solicitor as we will not pay any costs incurred without our agreement.
2. Lines are open 24 hours a day, 365 days a year for motor claims reporting; please telephone 0333 000 7906.
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 that no contact is made with anyone else regarding claiming back your losses or compensation for personal injury until you hear from us.



# Motor Legal Expenses Policy Wording

This policy is a contract between you and the insurer. The policy and schedule 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) subject to all the following requirements being met:

- 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; and
  - ii) is reported to us
    - during the period of insurance; and
    - 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 with us) where legally permitted.

## 3. When this policy does not help

The insurer will not cover any claim arising from or relating to:

- 1. legal costs & expenses incurred before we accept a claim or without our written agreement
- 2. a contract
- 3. defending any claim other than appeals against you (your motor insurer may help with this)
- 4. an accident that happens before the start of the policy
- 5. fines, penalties or compensation awarded against the insured
- 6. a group litigation order
- 7. 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 super-sonic 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

### Conditions which apply to this 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 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 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 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 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 that 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 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 the premium for the remaining period of insurance unless the insured has notified a claim which has been or is subsequently accepted under this policy in which case no refund 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

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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 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 intimidates or bullies 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. 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 infor-

mation to other parties. For our mutual protection and our training purposes, calls may be recorded.

### **12. 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.

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\* Calls are charged at the local rate

# 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 his or her professional fees on the basis of “no-win no-fee”.

## Conditional fee agreement

A legally enforceable agreement entered into between the insured and 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 an insured vehicle with your permission

## Insured Vehicle

The vehicle specified in Your motor insurance policy and any trailer or caravan attached to it

## Insurer

AmTrust Europe Limited.

## 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.

## 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 simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the territorial limit 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, AmTrust Europe Limited.

## You/Your

The person(s) named in the motor insurance schedule to which this policy attaches.

Signed by



Managing Director  
Arg PLC

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## Complaints

### How we handle complaints

#### Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. The staff handling your claim 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 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:

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](mailto: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. They can be contacted at:

0800 0234 567 or 0300 123 9123

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Financial Ombudsman Service, Exchange Tower, London, E14 9SR

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)

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 is 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 AmTrust Europe Limited. AmTrust Europe Limited is registered in England and Wales number 1229676 Registered address: Market Square House, St. James's Street, Nottingham NG1 6FG. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202189. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and AmTrust Europe Limited are covered by the Financial Ombudsman Service.

# For notes or sketches

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\* Calls are charged at the local rate

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**0044 161 804 9012**



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Email: [claims@autoline.co.uk](mailto:claims@autoline.co.uk)

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