

# PROXIMO LEGAL EXPENSES INSURANCE POLICY DOCUMENT



CALL 24/7 ON **0808 143 1543** FOR ASSISTANCE





**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, (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:**

#### 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.

- 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 happens in 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 have been or 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) where legally permitted.

#### 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.

#### 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 action 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 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 THE WHOLE POLICY

Failure to keep to any of these conditions it may lead the Insurer to 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) observe and keep to the terms of the policy
- b) not do anything that hinders Us or the Appointed Advisor
- c) tell 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. Freedom to choose an 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 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.)
- c) If a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an Insured, or there is a conflict of interest, the Insured may choose a suitably qualified Appointed Advisor.
- d) If the Appointed Advisor refuses to continue acting for the Insured with good reason, 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) The Appointed Advisor enters into a Conditional Fee Agreement (unless the Appointed Advisor has entered into a Collective Conditional Fee Agreement) where legally permitted.

## 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 has the right to settle the claim by paying the value of Your 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. Barrister'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 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 under Complaints 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 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 or Proximo. 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 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 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.

### Conditional Fee Agreement

A legally enforceable agreement entered into between the Insured and Appointed Advisor for paying their professional fees on the basis of 100% "no-win no-fee".



## PROXIMO LEGAL EXPENSES INSURANCE POLICY

### 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 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

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

### Legal Costs & Expenses

- 1) In respect of all Insured Events
  - 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 Costs scheme if applicable
  - b) Other side's costs incurred in civil claims, where the Insured has been ordered to pay them or pay's them with Our agreement. The Predictable Costs scheme applies to any road traffic accident occurring where damages of less than £10,000 are negotiated prior to the issue of proceedings.

### 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

In all claims including an appeal where the Insured has a greater than 50% chance of successfully pursuing the claim or defending an appeal. If the Insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

### Territorial Limit

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

### We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the Insurer.

### 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, 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

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 023 4 567 or 0300 123 9 123

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 is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 695331).

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



## SUMMARY OF COVER

Significant Features & Benefits	Significant exclusions or limitations	Policy section
The Insurer will pay the Insured's Legal Costs & Expenses up to £100,000 including the cost of appeals for claims reported during the Period of Insurance for the following.	The claim is always more likely to be successful than not, and is reported to Us immediately after first becoming aware of the circumstances.	3) Your Policy Cover
	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.	4) Your Policy Cover
<b>UNINSURED LOSS RECOVERY</b> We will cover an event that causes damage to Your vehicle and/or personal property in or on it.		
<b>PERSONAL INJURY</b> We will cover an event causing death or personal injury to any driver or passenger whilst in or on an Insured Vehicle.		
	<b>Territorial Limit:</b> The United Kingdom, Channel Islands, Isle of Man and countries in the EU, Norway and Switzerland.	Meaning of Words & Terms
	<b>Period of Insurance:</b> Unless otherwise agreed the Period of Insurance shall be for twelve months.	Meaning of Words & Terms

CALL 24/7 ON **0808 143 1543** FOR ASSISTANCE



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