

Motor Legal Expenses



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This legal expenses insurance is part of your Volkswagen Car Insurance policy and your personal details will confirm this cover is included.

You must read your personal details, certificate of motor insurance, document of insurance and this leaflet as one document.

This section of your insurance is managed independently on our behalf by Arc Legal Assistance (Arc).

If you're involved in a road traffic collision that's not your fault, our motor legal expenses insurance will provide cover for up to £100,000 of legal expenses in attempting to recover your uninsured losses.

Uninsured losses include the following:

- Compensation for injury or death.
- Your policy excess.
- Reasonable hire charges for a courtesy car while yours is being repaired.
- Compensation for you not being able to use your car.
- Accident repair costs.
- Compensation for damage to your clothes, luggage or personal belongings.

How to claim

Call our legal advice helpline on **0330 678 5573**, the line is available 24 hours a day, 365 days a year.

For Text Phone first dial 18001.

You must do this before taking any action yourself. We will need the policyholder's details, which can be found at the top of your personal details.

Legal advice service

Your motor legal expenses insurance also entitles you to use our free legal advice telephone helpline service. This service is available anytime of the day or night to give you free legal advice on any private legal matter, simply call **0330 678 5573**.

For Text Phone first dial 18001.

Calls may be recorded for training and monitoring purposes.

Definitions

The following words or phrases have the same meaning wherever they appear in this leaflet.

Arc	Arc Legal Assistance
Incident	A road traffic collision or an incident resulting in a prosecution or summons involving your car.
Insured person	• you; • any other person allowed by you who is insured to drive your car; • any passenger travelling in or on your car.
Legal expenses	Reasonable legal fees, costs and expenses charged by your legal representative, which will be assessed on the standard basis. Third party costs shall be covered if awarded against you and paid on the standard basis of assessment. The most we'll pay for all legal expenses will be equivalent to our standard scale of charges as applicable to our panel of legal representatives and available on request from Arc. You will be responsible for any costs more than this scale. And for any claim or claims arising from one incident the most we'll pay will be £100,000. No excess applies to legal expenses claims.
Legal representative	Our panel solicitors, appointed by Arc or their agents to act on your behalf, or any other suitably qualified person appointed to represent you under the terms and conditions of this policy.
Period of Cover	Cover dates shown on your personal details.

Definitions - continued

Proportional	In determining whether or not legal expenses are in proportion to the potential benefit of pursuing the insured person's claim, the following will be taken into account: • whether the likely cost of legal expenses is more than the amount of damages you're able to recover from the other party; • the value and complexity of the case; • the geographical location of the policyholder and the other party to the action; • the stance of the other party; • whether a reasonable person without legal expenses insurance would pursue the matter and finance their own legal costs.
Reasonable chance of success	There is a 51% or higher chance that the person will win the case and achieve a positive outcome. Examples of a positive outcome are being able to: • recover the amount of money at stake; • enforce a judgement; • obtain an outcome which best serves your interest; • recover an amount greater than that being offered by the other party.
Personal details	Forms part of your contract with us and includes: • the cover dates; • your name; • your car details.
Standard basis of assessment	The way in which the costs of legal proceedings are assessed where the court only allows amounts that are in proportion to the subject matter being disputed. The court will decide whether or not the costs were reasonable for the party having to pay the costs.

Definitions - continued

Territorial limits	Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands. For claims relating to uninsured losses and personal injury, the territorial limits are extended to any country which is a member of the European Union (EU) and any country which follows EU directives and has been approved by the Commission of the EU.
Uninsured losses	Losses that can't be recovered from your car insurance policy or any other insurance policy you hold.
We, our, us	Volkswagen Car Insurance is a trading name of Liverpool Victoria Insurance Company Ltd.
You, your	The person named as the policyholder on your personal details and certificate of motor insurance.
Your Car	The car shown on your documents and any other car your certificate allows you to drive. This includes any trailer, caravan or broken down motor car while they're attached to your car for towing. Including when driving other cars third party only if the cover is shown on your policy.

What is covered

Uninsured losses recovery and personal injury

- a. We'll pay for legal expenses to recover the insured person's uninsured losses following a road traffic collision involving your car which causes:
- damage to your car or to personal property in it; or
 - death or injury to an insured person while travelling in or on your car.

Defence of prosecution

- b. We'll pay for legal expenses to defend a motoring prosecution arising from an incident while the insured person was using your car, and which is not covered under section 3 liability to other people.
- c. We'll pay for legal expenses to support a plea in mitigation if it's likely to affect the outcome.

Provided that:

- the incident occurs within the period of cover;
- the incident occurs within the territorial limits and any legal proceedings will be carried out within the territorial limits by a court or other organisation which we agree to;
- in the case of uninsured loss recovery and personal injury the insured person's claim has and continues to have a reasonable chance of success;
- the cost of legal expenses to pursue the insured person's claim is proportional to the expected benefit;
- anyone making a claim under this insurance has your agreement to claim;
- in the case of a defence of a prosecution the defence or plea in mitigation is likely to affect the outcome; and
- the insured person complies with the terms and conditions of this insurance.

What is not covered

(See also the General exceptions of your document of insurance, which apply to the whole insurance policy)

For the purpose of these exceptions any reference to 'you' or 'your' shall be deemed to include any insured person.

We won't pay any legal expenses if:

- Arc haven't agreed, in advance, the purpose and amount of any legal expenses, or they relate to a period before Arc have accepted your claim;
- in the case of uninsured loss recovery and personal injury, your claim doesn't have and continue to have a reasonable chance of success;
- the cost of legal expenses to pursue your claim is not proportional to the expected benefit;
- the incident happened before you bought this insurance;
- you claim more than 180 days after the date of the event, unless your delay in notifying your claim has not had a negative impact on the likely costs or outcome;
- your claim is fraudulent, false or exaggerated or you do anything that harms either the chances of your or our success in proceedings for a civil claim or your defence of a prosecution;
- the other side is unlikely to be able to pay your claim;
- you act against Arc's advice or the advice of your legal representative;
- the legal representative refuses to act for you;
- you unreasonably withdraw from legal proceedings despite your claim having a reasonable chance of success and where such a withdrawal is likely to affect the cost of your claim;
- your claim is settled or discontinued without Arc agreeing to this beforehand.

What is not covered - continued

Also, certain types of claim are not covered under this insurance.

We won't pay for:

- an application for a judge to review the legality of a decision made or action taken by a public body;
- more than our share of a civil claim or for defence of prosecution if there is any other insurance covering the same event, even if the other insurer refuses the claim;
- claims under this insurance directly or indirectly relating to your deliberate criminal act or omission or to prosecutions which allege dishonesty or intentional violence;
- claims arising from incidents which we refuse to cover under your car insurance or which result in the cancellation of your car insurance;
- claims arising from defective repairs, mechanical breakdown or general maintenance of your car;
- fines, costs or expenses which a criminal court orders you to pay.

General conditions

(See also the General conditions of your document of insurance, which apply to the whole insurance policy)

For the purpose of these conditions any reference to 'you' or 'your', shall be deemed to include any insured person.

You must do the following:

- provide at your own expense information relevant to your claim such as reports, photographs, plans or other supporting documents to help Arc and/or your legal representative assess whether:
 - your claim is covered;
 - your claim has and continues to have a reasonable chance of success;
- the cost of legal expenses to pursue your claim is proportional and continues to be proportional to the expected outcome.
- contact our legal helpline before you take any action that may result in a claim and before you run up any legal expenses;
- take all reasonable steps to settle your claim by negotiation and work with Arc and your legal representative to achieve a satisfactory outcome to your claim;
- follow the advice that Arc and/or your legal representative give you;
- keep the cost of your claim as low as possible;

General conditions - continued

- keep Arc and your legal representative informed about the progress of your civil claim (including any offers to settle) or defence of prosecution;
- try to recover your legal expenses from the other side, including allowing Arc to bring proceedings in your name;
- allow Arc to obtain any information, document or file from your legal representative including an opinion on your chances of success and the proportionate benefit to you of making your civil claim or of acting in defence of your prosecution.

Appointing a legal representative

We've chosen a panel of legal firms to provide legal services to our customers. There is nothing in our relationship with these firms which affects their ability to act in your best interests.

If Arc accepts your claim, they'll appoint one of our panel of legal representatives on your behalf.

You have the right to choose your own legal representative to represent you if it's necessary to take your claim to court or if a conflict of interest happens.

Where you choose to use your own legal representative:

- a. You must not agree to any legal expenses without Arc's prior written permission.
- b. Your legal representative will be appointed to act for you in line with Arc's standard terms of appointment (you can ask us for a copy).
- c. We won't pay for:
 - legal expenses that are unreasonable or not proportional to the expected benefit;
 - legal expenses incurred by your legal representative in avoidable correspondence or which are recoverable from a court, tribunal or other party;
 - any shortfall in costs recovered from another party where the claim has been successful and costs have been recovered;
 - legal expenses in excess of the amount of damages that you're able to recover from the other party.

General conditions - continued

We can do the following:

- pay an amount to settle your claim;
- refuse to pay any further legal costs and expenses if you don't accept any offer in a civil claim, which is reasonable. In assessing whether an offer is reasonable, the likelihood of achieving a higher award and whether the likely cost of continuing the claim is proportional will be considered;
- give your legal representative and/or Arc all information we have about you or your claim including any medical information;
- refuse to pay further legal expenses if your claim doesn't continue to have a reasonable chance of success or the cost of legal expenses is no longer proportional to the expected benefit.

Personal injury claims

As part of any claim for personal injury your legal representative may need to arrange for you to be medically examined by a doctor. They may appoint a medical agency to arrange this examination. The medical agency will consider whether rehabilitation would assist you in recovering from your injury. We do not restrict your legal representative in their choice of medical agency and rehabilitation provider.

Disputes

How to complain

If you have a complaint please contact Arc quoting your claim number.

You can write to: The Customer Services Team, Arc Legal Assistance, PO Box 8921, Colchester, CO4 5YD.

Email: customerservice@arclegal.co.uk

Telephone: 01206 615000

Disputes continued

Under the Solicitor Client Confidentiality Rules, your legal representative is required to obtain your written consent in order to release any information relating to your case to us.

If Arc cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within 6 months of receiving a final response letter from Arc.

Their details are:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Phone: **0800 023 4567**

Email: **complaint.info@financial-ombudsman.org.uk**

For more information please visit **www.financial-ombudsman.org.uk**

Making a complaint won't affect your right to take legal action.

Arbitration

You also have the right to refer any dispute between you and us to an arbitrator who will make a decision to settle the dispute. The arbitrator will be either a solicitor or a barrister or other suitably qualified person that you and we agree on. If we can't agree on the choice of arbitrator, we'll ask the President of the Law Society or other governing body for solicitors (or other legal representatives appointed under this insurance) in the relevant jurisdiction to choose one which we both must accept. We and you must keep to the arbitrator's decision. The arbitrator may require you or us to pay the cost of the arbitration.

You can get this and other documents from us in braille, large print or in an audio format by contacting us.

Volkswagen Car Insurance is arranged, underwritten and administered by Liverpool Victoria Insurance Company Limited, which is an Allianz Group company, registered in England and Wales company number 3232514. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 202965. Registered Office Address: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Volkswagen Car Insurance is a trading name of Liverpool Victoria Insurance Company Limited.

Volkswagen Financial Services Limited (VWFS UK) acts as an introducer to Liverpool Victoria Insurance Company Limited in respect of Volkswagen Car Insurance, registered in England and Wales Company Number 2835230 (Registered Office Address: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes MK14 5LR). VWFS UK is authorised and regulated by the Financial Conduct Authority, registration number 311988. Authorisation details for both organisations can be checked on the Financial Services Register by visiting fca.org.uk/firms/financial-services-register.

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