

MOTOR LEGAL EXPENSES INSURANCE



LIVERPOOL VICTORIA

1. THE INSURANCE

This legal expenses insurance is part of your LV= motor insurance policy. This document tells you what costs are covered by your motor legal expenses insurance and in what circumstances.

You must read your motor insurance schedule, certificate of motor insurance and document of insurance, including this legal expenses insurance together as one document.

The legal expenses insurance is underwritten by us, Liverpool Victoria Insurance Company Limited and is managed by Arc Legal Assistance (Arc).

Your motor legal expenses insurance is only available if:

- the claim arises from an incident which happens during the period of cover shown on your schedule;
- you make a claim under the insurance within 180 days of the insured incident;
- we have agreed in advance the purpose and amount of your legal costs and expenses;
- the costs and expenses in the case of a civil claim are proportionate to the financial benefit to you of incurring legal costs and expenses;

- any consent required under “Settling Claims” below is given;
- in the case of a civil claim, we believe it is more likely than not that damages will be awarded to you;
- in the case of a defence of prosecution we believe that the defence will affect the outcome.

2. WHAT IS COVERED

Civil claims

We will pay up to £100,000 for your reasonable legal costs in a civil claim for the recovery of uninsured losses directly resulting from an incident involving your car/motorcycle including those which result in your death or injury.

The incident must have happened in a Member State of the European Union.

Defence of prosecution

We will pay up to £100,000 for your reasonable legal costs in your defence of a motoring prosecution arising from an incident whilst you were using your car/motorcycle. We may decide to support a plea in mitigation if we feel this will affect the outcome.

The alleged offence must have happened in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or in the Republic of Ireland.

3. WHO IS INSURED

We will insure:

- you, including incidents which happen when you drive a motor car/motorcycle which is not yours; and
- any person we insure in the paragraph “Other people” under Section 3 of your Document of Insurance when driving or using your car/motorcycle and passengers in/on your car/motorcycle but they must have your agreement to claim under this insurance in which case “you” also includes the person making a claim under this insurance.

4. WHAT IS NOT COVERED

We will not pay any costs and expenses if:

- your claim under this insurance 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;
- you do not promptly give us or the solicitor all information, communications or documents about the incident; or
- at any time you enter into a conditional fee agreement for your civil claim.

Certain types of claim are not covered under this insurance. We will not pay for:

- civil claims or a defence of prosecution more specifically insured under another insurance policy;
- applications for judicial review or application under administrative law;
- 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 motor insurance or which result in the cancellation of your motor insurance;
- fines, costs or expenses which a criminal court orders you to pay.

5. SETTLING CLAIMS

This insurance only covers legal costs incurred by one of our panel of solicitors, appointed by Arc, or their agents until court proceedings are issued.

If proceedings need to be issued or if a conflict of interest arises you may choose your own solicitors if we approve them. If we cannot agree with your choice of solicitor we will 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 may give the solicitor and/or Arc all information we have concerning you or your claim including any medical information.

We will be entitled to get any information, document or file from the solicitor and/or Arc 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.

We have a financial arrangement with Irwin Mitchell Solicitors where we will introduce our customers to them and they may make a payment to us for that referral. There is

nothing in our relationship with Irwin Mitchell which will compromise their independence or ability to act in your best interests

In claims for personal injury Irwin Mitchell may need to arrange for you to be examined by a doctor as part of the claims process. Irwin Mitchell may appoint a medical agency to arrange this examination. The medical agency will make a payment of £30 to us for each referral they receive.

Irwin Mitchell is obliged as part of the claims process to consider whether rehabilitation would assist you in recovering from your injury. Irwin Mitchell will appoint a rehabilitation provider who will arrange an initial assessment for you. If you then proceed with a course of treatment we will receive a payment of approximately £30 from the rehabilitation provider.

We do not restrict Irwin Mitchell in their choice of medical agency and rehabilitation provider.

If you do not accept any offer in a civil claim, which we believe is reasonable, we may refuse to pay any further costs and expenses. We will not be bound by any agreement to which we are not a party.

If there is a disagreement between you and us, you and we may agree an arbitrator. If we cannot agree an arbitrator, the Chartered Institute of Arbitrators will choose one. The arbitrator may require you or us to pay the cost of the arbitration.

You must:

- work with us to achieve a satisfactory outcome to your claim;
- follow the advice that we or your solicitor give you;
- keep us and your solicitor informed about the progress of your civil claim (including any offers to settle) or defence of prosecution;
- try to recover your costs and expenses from the other side, including allowing us to bring proceedings in your name.

At our discretion we may pay to you an amount to settle your Civil Claim.

Unless we agree with you to apply the laws of another country, English law will apply to your LV= motor legal expenses insurance.

All communications will be in the English language.

6. HOW TO CONTACT US

To claim under your motor legal expenses insurance please call us on 0845 640 5285, the line is available 365 days a year 24 hours a day. For Textphone, first dial 18001.

You must do this before taking any action yourself. Please remember to quote your LV= reference number, which can be found at the top of your motor insurance schedule.

7. LEGAL ADVICE SERVICE

Your motor legal expenses insurance also entitles you to use our free legal advice telephone helpline service. This service is operated by Irwin Mitchell, solicitors, and is available anytime of the day or night to give you free legal advice on any private legal matter, simply call 0845 640 5285.

For Textphone, first dial 18001.

Calls may be recorded for training and monitoring purposes.

8. CUSTOMER CARE

If you have a complaint about any aspect of our service to you please phone Arc quoting your claim number. Alternatively, you can write to Arc at:

The Managing Director
Arc Legal Assistance
PO Box 8921
Colchester CO4 5YD

If you remain dissatisfied you can take your complaint to the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel: 0845 080 1800

Making a complaint will not affect your right to take or defend legal proceedings.

We are able to provide literature and communications in the following alternative formats:- Braille, Large print, Audio tape. Should you require this document in any of these formats, please contact us.