



# Motor legal expenses



## Motor legal expenses

This legal expenses insurance is part of your LV= motor insurance policy and your documents will confirm if this cover is included.

Please read this leaflet with your other insurance documents.

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 **0800 028 5611**, 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. Please remember to quote your LV= policy number.

### 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 **0800 028 5611**.

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 or in accordance with fixed costs set out in The Civil Procedure Rules if applicable. 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

The period of cover shown in your documents.

## 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.

## Schedule / your personal details

Forms part of your contract with us and includes the:

- Period of cover;
- your name;
- details of your car.

## Territorial limits

Great Britain, Northern 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 any insurance policy you hold.

## We, our, us

Liverpool Victoria Insurance Company Ltd.

## 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.

## You, your

The person named as the policyholder in your documents and certificate of motor insurance.

## What is covered

### Uninsured loss 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 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 our terms and conditions or document of insurance, which apply to the whole 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.

**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 our terms and conditions or document of insurance, which apply to the whole 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:

- 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 continue 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;
- 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 them 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.

### 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](mailto:customerservice@arclegal.co.uk)

Telephone: 01206 615000

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](mailto:complaint.info@financial-ombudsman.org.uk)

For more information please visit [www.financial-ombudsman.org.uk](http://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.**

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