

Substitute Vehicle & Legal Expenses Insurance

Insurance Product Information Document

Company: ARAG plc

Product: Substitute Vehicle & Legal Expenses

ARAG plc who are authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited. ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England. Company Number 02585818.

This document provides a summary of the key information relating to the **Substitute Vehicle & Legal Expenses insurance policy**. This insurance is arranged by Rhino Protect Limited. For full details of the insurance terms and conditions, please refer to the **Policy Wording**. You may also receive a **Schedule** that shows specific details of your policy and the cover(s) you have selected. Please take time to read and check all of the policy documents when you receive them. The full policy documentation provides complete pre-contractual and contractual information on the product. It is important that you tell us as soon as possible if any of the information is incorrect.

What is this type of insurance?

The before the event legal expenses insurance provides cover for the recovery of uninsured losses and motoring prosecution defence. If your insured vehicle is undriveable or has been written off as a result of an incident which is insured by your motor insurance policy, we will arrange to supply you a substitute vehicle.



What is insured?

This policy provides cover for your vehicle and contents as follows:

Motor Legal Expenses

- ✓ Limit of Indemnity of £100,000 any one claim.
- ✓ Subject to the limit of indemnity we will indemnify you against the legal fees and expenses incurred in bringing a claim against a third party for uninsured losses that arise from a road traffic accident; and for any adverse costs that become payable to a third party as a result of such a claim involving your private motor car or motorcycle.
- ✓ Cover is extended to include any individual who is entitled to drive your vehicle under your motor insurance policy and any individual who was a passenger in your vehicle at the time when the road traffic accident took place.
- ✓ We will indemnify you for legal expenses incurred in defending a motoring prosecution directly brought against you in a court of criminal jurisdiction.

Substitute Vehicle

- ✓ A substitute vehicle for up to 14 days if your insured vehicle is not driveable as a result of an insured incident.
- ✓ If at the time you report the insured incident to us, you advise us that you wish to opt for a monetary payment as an alternative to your entitlement to a substitute vehicle, we will pay you the sum of £225.00 for private cars or commercial vehicles and £300.00 for motorhomes or caravans.



What is not insured?

Motor Legal Expenses

- ✗ Prosecutions alleging fraud, dishonesty or violence which arise from illicit drugs offences;
- ✗ Allegations of speeding or driving whilst under the influence of alcohol and or drugs;
- ✗ Legal proceedings where you are pleading guilty and/or admitted liability;
- ✗ Any deliberate illegal act or omission;
- ✗ Legal proceedings relating to incidents for which you have been previously prosecuted;
- ✗ Any legal action brought against you;
- ✗ Any legal fees, expenses or adverse costs incurred prior to us approving your claim;
- ✗ Any claim which is settled or discontinued without our consent;
- ✗ Any legal fees, expenses or adverse costs arising out of any proceedings other than those that we have approved in writing or which were incurred after any breach of the terms and conditions of this policy;



What is not insured? (Continued)

- ✗ Any fines, penalties or damages which the insured person is ordered to pay to a court (or other such authority);
- ✗ Any claim arising out of an insured person's dishonesty or violent conduct, use of drugs or alcohol;
- ✗ Any dispute arising from or relating to; parking and obstruction offences, criminal prosecutions or family proceedings, judicial review or application for judicial review, or enforcement proceedings;
- ✗ Any claim where the opponent (or would-be opponent) cannot be traced or identified, or is not insured;
- ✗ Claims for loss or damage to goods being carried for commercial purposes;
- ✗ Where we have advised the insured person that their claim would be best settled by other means than the issue of legal proceedings in a court of law within the United Kingdom;

Substitute Vehicle

- ✗ The insurer will not be liable for vehicle hire costs for claims arising out of more than two insured incidents in any one period of insurance;
- ✗ The insurer will not be liable for the supply of a substitute vehicle to any person who does not meet the hire firm's standard terms and conditions of hire in force at the date when you report the insured incident to us;
- ✗ The insurer will not be liable for vehicle hire costs incurred before our written acceptance of a claim or where the insured person arranges their own hire;
- ✗ The insurer will not be liable for the supply of a substitute vehicle if you are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader unless the substitute vehicle is used solely for your personal use.
- ✗ The insurer will not be liable for the supply of a substitute caravan or substitute motorhome where evidence of a pre-booked pitch or holiday is not provided.



Are there any restrictions on cover?

Motor Legal Expenses

- ! Where you are an insured person, you must comply with the "insured person's responsibilities".
- ! Any claim arising out of a road traffic collision must be covered by your motor insurance policy.
- ! Any legal expenses claim must be reported within 90 days of the day that you first became aware of the incident.
- ! There will be no cover for claims where you and or any other insured person have failed to disclose any material information to us or have failed to provide us or the appointed representative with any relevant information and or supporting evidence.
- ! There will be no cover for claims that, in our opinion, do not have reasonable prospects of achieving a satisfactory outcome.
- ! There will be no cover for claims arising from use of an insured vehicle for any commercial purposes (for example: as a courier or delivery driver, or driving instructor).

Substitute Vehicle

- ! All claims must be reported to us within 30 days of the date of the insured event.
- ! A substitute vehicle will be selected by us and having an equivalent engine capacity to the insured vehicle but not exceeding vehicles defined within the Association of British Insurers General Terms of Agreement standard S3 grouping, or a commercial vehicle of equivalent specification not exceeding 3,500kg, a replacement tow car if required selected by us providing an equivalent level of specification to the insured vehicle but not exceeding 2000cc, a replacement motorhome or caravan selected by us and having an equivalent level of specification to the insured vehicle but not exceeding a 4 berth vehicle.



Where am I covered?

Motor Legal Expenses

The policy provides cover within the territorial limits of the The European Union together with the Isle of Man, the Channel Islands, Albania, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, Norway, San Marino and Switzerland.

Substitute Vehicle

The policy provides cover within the territorial limits of Mainland Great Britain (England Scotland and Wales).



What are my obligations?

- You must provide full and accurate information to all questions asked.
- Your answers must be true to the best of your knowledge and belief.
- Your answers will form part of the statement of facts on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid.
- Please tell us as soon as you become aware of any incident or legal proceeding which may lead to a claim.
- You must comply with all the conditions set out in the policy.
- You must pay the premium on the Policy Schedule.
- You must co-operate with us at all times. This may include providing evidence, documents or information at your own expense.



When and how do I pay?

You may pay your premium as an annual payment by debit or credit card.

Alternatively, you can arrange to spread your payments into monthly instalments. These would be set up as a credit agreement and paid by direct debit.

We also accept BACS payments.



When does the cover start and end?

Please refer to your Policy Schedule for the dates that this insurance is valid for.



How do I cancel the contract?

If you decide that, for any reason, this policy does not meet your insurance needs then please contact us on 01480 402 460 or write to us at: Lifesure, 3 Fenice Court, Phoenix Park, Eaton Socon, Cambs, PE19 8EW.

If you cancel within 14 days of your policy start date, we will give you a full refund (less the administration fee) as long as there hasn't been a claim (or an incident that might lead to a claim).

If you would like to cancel after the 14 days cooling off period, please contact us on 01480 402 460.



Making a claim

If you need to make a claim, please contact us as soon as possible in one of the following ways;

- For Legal Expenses claims call us on **01625 417758**
- For Substitute Vehicle claims call us on **01480 402476**
- Emailing us at arag@sandgresponse.co.uk
- Emailing us at claims@wgtk.co.uk
- Writing to us at:
- Writing to us at:

Claims Department
St Ann's Parade,
14 Alderley Rd,
Wilmslow,
SK9 1HG

Customer Services
We've Got The Key Limited,
4 Norwich Business Park,
Whiting Road, Norwich,
NR4 6EJ

On all correspondence please tell us you have a Lifesure Motor Legal Expenses & Substitute Vehicle policy and provide the reference number shown in the policy wording along with the unique policy number from your policy certificate. This will help us to validate your policy details and deal with your claim as quickly as possible.



Complaints procedure

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

Complaints regarding the sale of the policy:

Please contact Lifesure who arranged the Insurance on your behalf.

Complaints regarding claims:

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level.

ARAG can be reached in the following ways:

Tel: 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).

Email: customerrelations@arag.co.uk

Post: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

If ARAG are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

Tel: 0800 0234 567 or 0300 123 9123

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

Post: 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 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. You can read more about ARAG's complaints procedure on their website by clicking here: <https://www.arag.co.uk/contact/making-a-complaint>



What happens if we can't meet our liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk