

# Motor Legal Assistance Policy Wording

## MOTOR LEGAL ASSISTANCE - YOUR ARRANGEMENT AND ADMINISTRATION CONTRACT WITH AUTOMOBILE ASSOCIATION INSURANCE SERVICES LIMITED

Thank you for buying BEAM Insurance with Motor Legal Assistance. Your Insurance is administered by AA Insurance Services Limited. Our aim at Automobile Association Insurance Services Limited (AAISL/we/us/our) is to combine value for money with peace of mind. The following information includes everything you need to know about Motor Legal Assistance.

**How you can contact AAISL about this policy (please have your policy number to hand)**

	By phone	By email / post / website	Opening hours
To discuss Uninsured Loss Recovery	0330 041 3689		24 hours a day, 7 days a week
To discuss Driver Confidence lessons			
To report an injury arising from a car accident			
To discuss a Motoring Prosecution or Motor Contract Dispute	0330 041 3705		8am - 6pm Mon to Fri
To access our Legal Assistance Helpline	0330 041 3704		24 hours a day, 7 days a week
To access our online Legal Document Service		www.beam.co.uk/car-insurance#documents	
To amend your policy	0330 041 3684	Automobile Association Insurance Services Limited Q3 Quorum Business Park, Newcastle Upon Tyne NE12 8EX	8am - 7pm Monday to Friday 9am - 5pm Saturday
To discuss your renewal	0330 041 3685		
To provide feedback on our service	0330 041 3688		
To make a complaint	0330 041 3688	Email: insurance.complaints@beam.co.uk or Post: AA Insurance Complaints, Q3 Quorum Business Park, Newcastle Upon Tyne, NE12 8EX	

### Who regulates us?

We are an insurance intermediary authorised and regulated by the Financial Conduct Authority, registration number 310562. You can check this on The Financial Services Register by visiting their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting 0800 111 6768. Automobile Association Insurance Services Limited, registered office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. England and Wales. Company registration number 2414212.

### Which companies do we deal with?

We have chosen to deal with Acromas Insurance Company Limited who insure the elements of your Motor Legal Assistance that assist with the recovery of uninsured losses and compensation for personal injury following an accident, motoring prosecution defence, motor contract disputes and for the costs of the Driver Confidence lessons. Please note that when receiving your premium, making a refund to you and handling any claims monies, we act as an agent for your insurer.

### What services do we provide?

We may ask you some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed. You will not receive advice or a recommendation from us.

### Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claims. For insurance you are covered for 90% of the claim, without any upper limit. For compulsory insurance (e.g. third-party motor) the claim is covered in full, without any upper limit. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 0207 741 4100.

### Renewing your cover

Each year we'll send you renewal terms. These may include renewing to a different insurer if the insurer of new policies of Motor Legal Assistance has changed during the year.

If you don't want to renew your policy please let us know by calling 0330 041 3685.

### Automatic Renewal

If you are paying for your BEAM Car Insurance Policy and Motor Legal Assistance through our instalment account over 12 months, and have agreed to allow us to automatically renew your policy each year, at the end of each 12-month period we will write to confirm if we can automatically renew your cover. If we are able to do this, unless we hear from you, your cover will automatically be renewed to the insurer as specified in our letter. We will send you an important notice of any important changes that apply to your Policy.

We will advise you of the premium and the new monthly instalments that you will have to pay and any changes to cover will take effect at renewal.

If you're paying by credit card and have agreed to allow us to collect the renewal premium automatically each year, then unless we hear from you, and as long as your BEAM Car Insurance Policy is also being renewed, we'll renew your Motor Legal Assistance automatically at the end of the 12-month period. Prior to doing this we will send a written reminder of the premium that you will have to pay and an important notice of any changes that apply to your Policy wording.

If you wish to stop your policy from automatically renewing, please contact us to let us know.

You can contact us by:

Online: [www.beam.co.uk/contact-us/stop-auto-renew](http://www.beam.co.uk/contact-us/stop-auto-renew)  
Phone: 0330 041 3685  
Post: Automobile Association Insurance Services Limited,  
Q3 Quorum Business Park,  
Newcastle Upon Tyne,  
NE12 8EX

### Additional MLA Services provided by us

- Access to a 24/7 Legal Assistance Helpline; and
- Access to a range of motoring related Legal Documents.

These services do not form part of the insurance cover underwritten by Acromas Insurance Company Limited but will no longer be available if the Motor Legal Assistance policy is cancelled or not renewed.

### Conditions of use - Legal Assistance Helpline and Legal Document Service.

#### Legal Assistance Helpline

A team of legal experts including qualified professionals is on hand to take your call about personal legal matters, anytime. There is no limit to the number of calls you can make, or to the time your calls take.

The advice is available 24 hours a day, 365 days a year, and can be confirmed in writing if requested. Our team cover United Kingdom law as well as Channel Islands and Isle of Man but unfortunately do not cover the Republic of Ireland.

To contact the team please call 0330 041 3704, calls are charged at local rate from landlines, mobile charges may be higher.

The Legal Assistance Helpline is provided by Lyons Davidson Ltd, Victoria House, 51 Victoria Street, Bristol, BS1 6AD. Please note that the legal team do not have access to your BEAM Car Insurance policy records, and cannot offer advice or assistance on matters relating to your policy, or to a claim being made on a policy.

The Legal Assistance Helpline provides basic guidance to customers on any personal legal matter (excluding any matters relating to the customer's insurance, any products or services provided by the Insurer or an AA Group Company).

# Motor Legal Assistance Policy Wording

Any information provided through the Legal Assistance Helpline is given as a general preliminary guide only and should not be relied upon as a substitute for formal legal advice given in the context of full information (including documentation) provided by you in a properly defined engagement. It is sometimes difficult to cover all relevant aspects by telephone and as each situation is dependent on the exact nature of the facts, a personal consultation with a solicitor (which is not covered by the terms of this policy and would be at your own cost) may be the only way by which an accurate analysis of individual circumstances can be made.

Automobile Association Insurance Services Limited reserve the right to withdraw the service if it is being misused and/or abused.

## BEAM Online Legal Document Service

Access to a range of motoring related legal documents, such as, appealing against a parking ticket. Our documents ask you a series of easy-to-answer questions each with helpful explanations and often, examples. Based on your responses, our online tool drafts and tailors the required clauses to create a document suitable for your circumstances. There are no set restrictions to the number of times you can access and use the legal document templates however we reserve the right to withdraw the service for a particular user if in our opinion we consider it is being misused and/or abused. We reserve the right to withdraw the service from you or generally at any time without notice.

To view the available documents go to [www.beam.co.uk/car-insurance#documents](http://www.beam.co.uk/car-insurance#documents) and click on 'Legal document templates'. Your BEAM Car Insurance policy number will be required to access the documents.

The documents are available and free to Motor Legal Assistance policyholders for their own personal non-commercial use. The templates are provided for your benefit alone and not for the benefit of family, friends and other parties.

## Who these additional services are provided by

- The Legal Assistance Helpline is administered on behalf of AAISL by Lyons Davidson Limited.
- BEAM Legal Documents is provided by Lyons Davidson. Lyons Davidson is a trading name of Lyons Davidson Limited, a company registered in England & Wales (company no. 7592441) authorised and regulated by the Solicitors Regulation Authority. Our registered office is at Victoria House, 51 Victoria Street Bristol BS1 6AD where a list of directors is available for inspection. VAT No. 138 1494 61.

## Demands and Needs

If this policy has been selected as an optional policy enhancement it meets the demands and needs of customers who require legal assistance to help recover any losses not covered under their car insurance policy, or to help defend a motoring prosecution or assist in motoring related contract disputes, or require access to a legal helpline or a 2-hour driver confidence course with AA Driving School following an accident.

You can check whether Motor Legal Assistance is an optional policy enhancement by referring to the ABOUT YOUR COVER section of your Car Insurance Statement of Insurance.

## What's included in your Motor Legal Assistance policy

### Uninsured Loss Recovery

In the event of damage to your car, legal experts will examine your claim and, if they feel that you have a valid claim against a third party and it is more likely than not your case will be successful, they will work hard to get the claim settled in full, fast. We can help with the legal costs for essential out of pocket expenses such as, your policy excess and essential alternative transport or loss of earnings. There's no solicitor's fee to pay, so you keep all of your damages.

### Personal Injury Compensation

If you or any passenger in your car is injured in an accident, you should report this to Accident Assist on 0330 041 3689 as soon as possible. This service will then help you and your passengers to claim compensation for your injuries if another driver was at fault by providing cover for a legal representative to act for you in respect of the claim.

### Motoring Prosecution Defence

Legal costs (excluding court costs) to represent or defend you, and/or a named driver on your car insurance policy, if you are being prosecuted because of the ownership or use of your vehicle and it is more likely than not that your case will be successful. This includes pleas in mitigation where it is more likely than not a plea in mitigation will affect the outcome.

### Motor Contract Disputes

Legal costs to represent or defend you if there is a dispute involving the sale or purchase of goods or services for your vehicle, including the sale or purchase of the vehicle itself, and it is more likely than not that your case will be successful.

### Driver Confidence Lessons

Costs to cover a maximum of two hours Driver Confidence lessons with AA Driving School qualified instructors to help you get back onto the road should you have an accident in the vehicle that you insure with us.

## MOTOR LEGAL ASSISTANCE - YOUR CONTRACT WITH THE INSURER

### Your Motor Legal Assistance Cover

Your Motor Legal Assistance cover has been arranged by and the claims service will be administered by the Automobile Association Insurance Services Limited, an insurance intermediary, authorised and regulated by the Financial Conduct Authority. Registered Office: Fanum House, Basing View, Basingstoke, Hampshire RG21 4EA. Registered in England number 2414212.

Motor Legal Assistance is underwritten by Acromas Insurance Company Limited 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar and is a member of the Association of British Insurers.

The Legal Assistance Helpline and the Legal Document Download services are not underwritten by Acromas Insurance Company Limited and are services provided by Automobile Association Insurance Services Limited.

Acromas Insurance Company Limited has agreed to insure you for the cost of claims under this policy subject to the terms, conditions and exclusions contained in this policy wording during any period of insurance for which you have paid or agreed to pay the policy premium. The contract of insurance is between the Insurer and the Insured. Save for the rights granted to AAISL under this contract any person or company who is not party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

### Applicable Contract Law

Unless the Insurer has agreed otherwise, this contract will be governed by English Law.

### Applicable Language

The terms and conditions and all other information concerning this insurance are supplied in the English language and we undertake to communicate in this language for the duration of the policy.

### Motor Legal Assistance Definitions

Certain words and expressions used in this policy have a specific meaning. To help identify these we have printed them in **bold** and *italics* throughout.

**AAISL** - Automobile Association Insurance Services Limited or its duly appointed agents, acting as the agent of the **Insurer** with its full authority.

**Appointed Representative** - A solicitor, lawyer or appropriately qualified person, firm or company.

**Authorised Legal Costs - Appointed Representative's** fees and expenses (excluding court costs when defending a motoring prosecution) properly incurred with the prior consent of the **Insurer**, or incurred under any fixed recoverable costs scheme, whichever is the lower

1. (a) that result from the pursuit of a successful claim for **Service**, and (b) are not capable of being recovered from the **Other Party**, or
2. (a) that result from the pursuit of an unsuccessful claim for **Service**, and (b) are subject to assessment by the court or by agreement, and/or
3. The legal costs of the **Other Party**, subject to assessment by the court or by agreement, if the **Insured Person** becomes legally liable for them.

**Car Insurance Policy** - The BEAM Car Insurance policy issued to the **Insured** through **AAISL**.

**Date of Incident** - The date of the event; or the date of the first event where there is more than one event arising from the same cause, which may lead to a claim under the policy.

**Inquiry** - An inquest held in the coroner's court into the **Insured Person's** death.

**Insured** - The person to whom this certificate is issued.

**Insured Event** - The accident, motoring offence or contract dispute involving the **Insured Vehicle** that has led to a claim under this insurance policy.

**Insured Person** -

- (i) The **Insured** and/or
- (ii) Any person covered to drive under the **Car Insurance Policy** who is authorised by the **Insured** to drive or a passenger in the **Insured Vehicle**, and who at

# Motor Legal Assistance Policy Wording

the time of the accident is travelling in, or getting into or out of the **Insured Vehicle**, and/or

(iii) the owner of the **Insured Vehicle** when this person is not the **Insured**.

**Insured Vehicle** - The motor vehicle with the vehicle registration number described in Section 1 of the current Certificate of Motor Insurance issued in respect of a **Car Insurance Policy**.

**Insurer** - Acromas Insurance Company Limited.

**Legal Proceedings** – Action to be taken in a court when efforts to settle the **Insured Person's** claim by way of negotiation have failed.

**Motor Contract Dispute(s)** - Representation or defence following a dispute about any contract made by **You**, or on **Your** behalf, for the sale or purchase of goods or services for the **Insured Vehicle** including the sale or purchase of the **Insured Vehicle** itself.

**Motoring Prosecution Defence** - Representation or defence from prosecution for **You**, and/or a named driver on **Your Car Insurance Policy**, resulting from the ownership or use of the **Insured Vehicle**. This includes pleas in mitigation where **We** consider there is a 51% and above chance of the plea materially affecting the outcome.

**Motor Vehicle Insurer** - The insurer underwriting the **Car Insurance Policy**.

**Other Party** - The party(ies) including their insurer(s) or legal representative(s) who the **Insurer** considers is responsible for the losses being claimed.

**Reasonable Prospects** - Where **We** consider there is a 51% and above chance of succeeding with the **Insured Person's** claim and enforcing any award, or succeeding with the **Insured Person's** defence (including pleas of mitigation for **Motoring Prosecution Defence** where **We** consider there is a 51% and above chance of the plea materially affecting the outcome) and that in the same circumstances any private paying client would be advised to pursue the claim.

**Service** - Assistance in the recovery of **Uninsured Losses**; and/or a **Motoring Prosecution Defence**; and/or assistance with a **Motor Contract Dispute**.

**Territory** - The United Kingdom, Isle of Man and Channel Islands.

**Uninsured Loss(es)** - One or more of the following arising directly out of an accident:

- (i) the **Car Insurance Policy** excess;
- (ii) the cost of essential alternative transport;
- (iii) loss of earnings;
- (iv) essential out of pocket expenses;
- (v) the cost of repairing the **Insured Vehicle** or its market value, where the **Car Insurance Policy** is not on a Comprehensive basis; or
- (vi) damages for personal injuries sustained in the accident by the **Insured Person**

**We/Us/Our** - The **Insurer**.

**You/Your** - The **Insured**.

## 1. The Legal Assistance Service

1.1 The **Service** is provided subject to:

- (a) the terms of this Certificate;
- (b) the **Car Insurance Policy** being in force;
- (c) the **Insured Event** occurring during the period of this Motor Legal Assistance policy; and
- (d) the maximum amount payable for **Authorised Legal Costs** (Condition 6).

1.2 **We** will provide the **Service** to the **Insured Person** unless stated otherwise in this policy.

1.2.1 For **Uninsured Losses** where these losses have been incurred as:

- (a) a result of an accident involving the **Insured Vehicle**;
- (b) where the **Other Party** is to blame;
- (c) there are **Reasonable Prospects**;
- (d) **You** have provided evidence of the financial losses **You** have suffered.

1.2.2 For **Motoring Prosecution Defence** where:

- (a) cover is not already provided under Section 1. Liability to others, of **Your Car Insurance Policy**; and
- (b) there are **Reasonable Prospects**.

1.2.3 For **Motor Contract Disputes** where:

- (a) the **Authorised Legal Costs** do not exceed:
  - (i) 100% of the purchase price of the **Insured Vehicle** for disputes about the sale or purchase of the **Insured Vehicle**; or
  - (ii) the cost of the goods or services or, if greater, the amount of damage caused to the **Insured Vehicle** as a direct result of the dispute about the sale or purchase of goods or services for the **Insured Vehicle**.
- (iii) there are **Reasonable Prospects**.

1.3 The **Service** includes:

- (a) providing advice;

- (b) negotiations with the **Other Party** or prosecuting body; and
- (c) the payment of **Authorised Legal Costs** by **Us**.

1.4 How to obtain the **Service**:

1.4.1 For **Uninsured Loss** claims **You** must first report the accident to Accident Assist on telephone number 0330 041 3689 (24 hours a day, 7 days a week).

1.4.2 For **Motoring Prosecution Defence** or **Motor Contract Dispute** claims **You** must notify BEAM of the prosecution notice or contract dispute on telephone number 0330 041 3705.

1.4.3 Documentary evidence must be supplied in support of the claim for **Service**.

Freedom to appoint a representative of the **Insured Person's** choice

- (a) The **Insured Person** may appoint a representative to act on their behalf in any **Inquiry or Legal Proceedings** or
- (b) The **Insured Person** may appoint a representative to act on their behalf whenever a conflict of interest arises with a representative appointed by **Us**.

## 2. Driver Confidence Lessons

**We** will pay the cost of a two hour Driver Confidence lesson provided by an AA Driving School franchised instructor for up to four persons named as a driver on the current Certificate of Motor Insurance (issued in respect of the **Insured Vehicle** and valid at the time of claim) in the event that:

- (i) a road traffic accident has occurred involving the **Insured Vehicle**;
- (ii) the accident has been reported to Accident Assist as set out below; and
- (iii) the person(s) claiming the Driver Confidence lessons were in the **Insured Vehicle** at the time of the motor accident.

**We** will not cover costs:

- (a) for more than four named drivers, including **You**;
- (b) for Driver Confidence lessons arising out of more than one road traffic accident in each policy year;
- (c) where **You** have not obtained the prior approval of Accident Assist to the booking of the Driver Confidence lesson (as set out below); or
- (d) for rebooking the Driver Confidence lesson(s) if the eligible person fails to attend the arranged lesson(s) without prior notification, or cancels the lesson(s) with less than 48 hours notice to the AA Driving School on the phone number provided below.

**You** must notify Accident Assist (on telephone number 0330 041 3689) that an eligible person wishes to take advantage of this benefit within three months of the date of the road traffic accident and the lessons must be taken within one year of the road traffic accident.

If the claim is accepted, Accident Assist will arrange for the AA Driving School to make direct contact to arrange the Driver Confidence lesson(s) with one of their franchised instructors at a time and date to be mutually agreed. The instructor will be a self-employed franchisee of Automobile Association Developments Limited (the 'AA Driving School') and will provide the lesson(s) subject to the terms and conditions of the lessons as set by AA Driving School (copies available on request).

## Conditions

### 1. Notification

**You** must contact **AAISL** to request the **Service** or the Driver Confidence lessons as soon as possible. All requests must be received no later than three months from the **Insured Event** date.

### 2. Service Claims, Investigation and Prospects of Recovery

- (a) **We** or the **Appointed Representative** will investigate the circumstances of the **Insured Event** to decide whether there are **Reasonable Prospects**.
- (b) If at any time **We** or the **Appointed Representative** consider the **Insured Person** does not have **Reasonable Prospects**, **We** will not commence or continue the claim.
- (c) **AAISL** will notify the **Insured Person** in writing, giving reasons for **Our** decision to discontinue handling the claim. There will be no further entitlement to receive the **Service** in respect of the **Insured Event** in question.

### 3. Pursuit of Claim and Co-operation in relation to the Service

- (a) The **Insured Person** and **Appointed Representative** must co-operate fully with **Us**, **AAISL** and/or the **Motor Vehicle Insurer**. This may include the disclosure of the **Insured Person's** contact information to the **Other Party** or prosecuting body, where such disclosure is deemed beneficial to the progress of the claim.
- (b) The **Insured Person** will be liable to reimburse **Us** for all costs, fees, hire charges, Driver Confidence lessons and other expenses incurred by **Us** if they fail to co-operate with **Us**, **AAISL** or the **Motor Vehicle Insurer** in pursuit of the claim.

# Motor Legal Assistance Policy Wording

## 4. Negotiations and Settlement

- (a) All offers of settlement received from the **Other Party** or reduced penalty received from the prosecuting body will be communicated to the **Insured Person**.
- (b) If the **Insured Person** does not wish to accept an offer which **We** consider to be realistic, **We** will not be under any obligation to continue to provide the **Service** in respect of the claim concerned.
- (c) If **We** consider that there is unlikely to be a realistic settlement from the **Other Party**, **We** may discontinue and terminate the pursuit of the **Insured Person's** claim. See also Condition 2(c).
- (d) **We** may, at **Our** absolute discretion, make a payment to the **Insured Person** in lieu of **Uninsured Losses**, of a sum representing the likely compensation from the **Other Party**.

## 5. Representation

If **Your** legal claim has **Reasonable Prospects We** will choose an **Appointed Representative** to act on **Your** behalf. The arrangement **We** have with **Our Appointed Representative** does not restrict their independence and **You** will at all times receive the best advice for **You**.

**You** may choose another representative if there is a conflict of interest with a representative appointed by **Us**, or there is an **Inquiry** or **Legal Proceedings** are about to be commenced.

If **You** do exercise **Your** right to choose a representative:

- (i) the representative **You** choose will become the **Appointed Representative**.
- (ii) **You** must notify **Us** as soon as possible of the name, address and contact details of the **Appointed Representative**.
- (iii) **You** will be required to ensure that the **Appointed Representative** complies as appropriate with the terms of this policy on **Your** behalf by:
  - (a) keeping **Us** updated regularly with the progress of **Your** claim;
  - (b) keeping **Us** informed regularly of **Authorised Legal Costs** incurred;
  - (c) informing **Us** of any settlement offers, including an offer of reduced penalties, made to or by **You**; and
  - (d) keeping **Us** regularly updated and informed of other things regarding the conduct of **Your** legal claim which may lead to an outcome or a cost that is not anticipated at the commencement of **Your** claim.

With **Your** prior agreement **We** will be entitled to contact **Your Appointed Representative** to discuss, and if possible agree, the rates that will be paid by **Us** to the **Appointed Representative** for acting on **Your** behalf.

The amount that **We** will pay in respect of **Authorised Legal Costs** shall not in any circumstances exceed hourly rates **We** would pay to **Our Appointed Representative**. The rate will be the applicable rate at the time the work was conducted, for the grade of fee earner which is appropriate for the nature or complexity of the case or task being performed.

If **Your Appointed Representative** refuses to accept **Our** rates **You** will be liable to pay the **Appointed Representative** any difference between what **We** pay and the amount sought by the **Appointed Representative**.

## 6. Financial Limit of Authorised Legal Costs

The maximum amount payable by **Us** per claim for **Authorised Legal Costs** shall not exceed £100,000 (inclusive of VAT) for **Uninsured Losses** claims or £10,000 (inclusive of VAT) for **Motoring Prosecution Defence** or **Motor Contract Dispute** claims.

## 7. Proportionality

**We** will only pay **Authorised Legal Costs** that are proportionate to the amount of damages that **You** are claiming.

**Authorised Legal Costs** in excess of the amount that **You** are entitled to recover from the **Other Party** will not be covered.

## 8. Supervision of Legal Proceedings

- (a) **We** shall have direct access to the **Appointed Representative** at all times and be entitled to receive full details of all negotiations and **Legal Proceedings** undertaken, together with all documents relating to the claim, (including the original file of the **Appointed Representative**).
- (b) The **Insured Person** or **Appointed Representative** shall notify **Us** of any offer or payment, including reduced penalties, in settlement of the claim. If **We** consider that any such offer, payment or reduced penalty is realistic and notify the **Appointed Representative** in writing with **Our** opinion, **We** shall not be liable to pay any **Authorised Legal Costs** incurred thereafter.
- (c) If **We** decide at any time that the **Insured Person's** claim no longer has **Reasonable Prospects**, **We** shall notify the **Insured Person** and the **Appointed Representative** in writing to that effect. The **Appointed Representative** shall try to negotiate settlement of the claim on the best terms possible. If settlement has not been reached within 28 days of **Our** notification, **We** shall not be liable to pay any **Authorised Legal Costs** incurred thereafter.
- (d) To the extent that any claim for **Authorised Legal Costs** is increased because of the failure of the **Appointed Representative** to diligently and effectively pursue the claim, then **We** shall not be liable to contribute to that increase.

(e) Except by agreement, **We** will not pay for any **Authorised Legal Costs** until after the conclusion of the claim.

**We** reserve the right to request that all such accounts be submitted for assessment by the Court, or for certification by any relevant professional body.

## 9. Subrogation

The **Insured Person** agrees that where **We** make any payment to the **Insured Person** in respect of recoverable **Uninsured Losses**, the **Insured Person** gives **Us** authority to recover those losses on behalf of the **Insured Person**, in **Our** own name and for **Our** benefit.

## 10. Cancellation

Procedures are explained below dependent on who invokes cancellation.

### a) The Insured

If the motor legal assistance benefits detailed in this policy wording are included as standard within **Your Car Insurance Policy** then this cover can only be cancelled when **You** cancel **Your Car Insurance Policy**. Please refer to the cancellation conditions in **Your Car Insurance Policy** booklet. **You** can check whether motor legal assistance benefits are included as standard by referring to the ABOUT YOUR COVER section of **Your Car Insurance** Statement of Insurance.

If Motor Legal Assistance has been added to **Your Car Insurance Policy** as an optional extra, **You** can cancel this policy without cancelling **Your Car Insurance Policy**. The following cancellation conditions apply.

Where **You** cancel the **Car Insurance Policy** then this Motor Legal Assistance policy will also be cancelled on the same date.

**You** will, for a period of 14 days from the date **You** receive the policy documentation or the date **You** enter into the contract (whichever is later), have a right to cancel this Motor Legal Assistance policy and receive a refund. This refund will be subject to a charge for the period of cover **You** have received except where cover has not commenced prior to the end of this 14-day period, in which case **You** will be entitled to a full refund of the premium **You** have paid.

Beyond the above period, **You** may cancel this insurance at any time but no refund will be provided to **You**.

If **You** need to cancel this Motor Legal Assistance policy contact **AAISL** on 0330 041 3684.

### b) AAISL (Instalment defaults)

If **You** are paying for **Your Car Insurance Policy** and Motor Legal Assistance policy by instalments **You** irrevocably authorise **AAISL**, as **Your** agent, at **AAISL's** discretion to cancel both **Your Car Insurance Policy** and **Your** Motor Legal Assistance policy following and in accordance with any default notice sent to **You**. **You** also irrevocably authorise **AAISL** to receive any refund of premium due on **Your Car Insurance Policy** (Motor Legal Assistance policy premium being non-refundable) and apply it to pay or reduce any sums owed to **AAISL** including commission (up to a maximum of £75) paid by the **Insurer** to **AAISL** in relation to these and any outstanding premium due on this Motor Legal Assistance policy. Please see the terms and conditions of **Your Car Insurance Policy** for details as to the circumstances in which a refund may be payable on that policy.

If **Your** Motor Legal Assistance policy is cancelled under this paragraph (b), as per paragraph (a) no refund of premium on this Motor Legal Assistance policy will be due and you will still owe **AAISL** any policy premium for this Motor Legal Assistance policy which remains unpaid. You must therefore pay the sum **You** owe to **AAISL** contained in the default notice in full.

### Insurer and AAISL

**We** or **AAISL** may cancel this insurance by sending at least seven days written notice to **Your** last known address. A full pro rata premium refund will be allowed from the date of cancellation and a refund will be allowed regardless of whether a claim has been made under Motor Legal Assistance. If **We** or **AAISL** cancel the **Car Insurance Policy** then this Motor Legal Assistance will also be cancelled on the same date. Any such cancellation by **You**, **Us** or **AAISL** will not affect any rights and responsibilities arising before cancellation takes place. **We** may cancel this insurance, if there are grounds to do so such as, non-payment, abuse of **AAISL** or **Insurer** staff or suppliers, or **You** have provided **Your Insurer** or **AAISL** with incorrect information and/or **You** have failed to provide correct information.

## 11. Fraud

If **We** discover that **You**, anybody insured by this policy or anyone acting for **You** has knowingly:

- made a fraudulent or false claim in full or in part or exaggerated the amount of the claim;
- misrepresented any answers to **Our** questions or withheld any relevant information in order to influence **Us** to accept a claim;
- provided false or invalid documents in support of a claim; or

# Motor Legal Assistance Policy Wording

- following an allegation or suggestion of fraud by **Us** or another insurer, withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void

## **We** will

- investigate the claim and this could result in legal action by **Us**

## **We** may

- treat **Your** policy as if it never existed from the date of the fraud or misrepresentation and retain any premium **You** have paid for these policies;
- serve **You** with a 7 day notice of cancellation on all other policies that **You** hold with **Us**; and
- pass details to the Police and fraud prevention agencies

or

- refuse to pay the whole of **Your** claim if any part is in any way fraudulent, false or exaggerated and recover from **You** any costs that **We** have incurred.

## 12. Exclusions

**We** will not be liable to provide the **Services** or costs for the Driver Confidence lessons for claims:

- (a) arising out of any deliberate and/or criminal act and/or omission of any **Insured Person**;
- (b) arising from an **Insured Event** if at the time of the accident the person driving the **Insured Vehicle** does not hold a valid and current licence to drive;
- (c) legal costs for a legal claim arising where the **Date Of Incident** arose prior to the commencement of this Legal Expenses policy;
- (d) arising from an **Insured Event** occurring at a time when for whatever reason the **Car Insurance Policy** is not in force in accordance with its terms;
- (e) arising from an **Insured Event** outside the **Territory**;
- (f) for losses covered under the **Car Insurance Policy**;
- (g) directly or indirectly caused by or contributed to or arising from:
  - (i) ionising radiation or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - (ii) the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
  - (iii) war, invasions, act of foreign enemies hostilities (whether war be declared or not), civil war rebellion, revolution, insurrection, military or usurped power.
- (h) for any costs or expenses other than **Authorised Legal Costs**;
- (i) all claims arising out of or alleging professional negligence;
- (j) **Your Appointed Representative's** costs where the amount in dispute relates to credit hire charges or credit repair costs;
- (k) where the motoring prosecution relates to a parking offence which does not attract penalty points;
- (l) where the motor contract dispute is with **Us**, or an AA Group company;
- (m) for any private prosecution brought by **You**.

## Financial Services Compensation Scheme (FSCS)

Acromas Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Acromas Insurance Company Limited cannot meet its obligations.

This depends on the type of business and the circumstances of the claims. For insurance **You** are covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0207 741 4100.

## HOW TO MAKE A COMPLAINT

### **If you need to complain**

AA Insurance Services Limited and Acromas Insurance Company Limited aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation. Our AA Complaints team handle complaints for both our AA and BEAM customers.

a) There are several ways you can contact us.

Phone: 0330 041 3688

Email: [insurance.complaints@beam.co.uk](mailto:insurance.complaints@beam.co.uk)

Post: AA Insurance Complaints,  
Q3 Quorum Business Park,  
Newcastle Upon Tyne,  
NE12 8EX

Text phone: 0370 600 1303

We will either acknowledge your complaint within 5 working days of receipt, or offer you our final response if we have concluded our investigations within this period.

If we acknowledge your complaint, we will advise you who is dealing with it and when we expect to respond. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service for help and advice.

b) There are several ways you can contact them:

Phone: 0800 0234 567 or 0300 1239 123

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

Post: Insurance Division, The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

This complaints procedure doesn't affect your statutory rights.

### **Use of your personal information**

Please refer to the wording under your BEAM Car Insurance policy booklet for information on the use of your personal data.

# **Motor Legal Assistance Policy Wording**