

## Motor legal expenses

### Welcome

Thank **you** for insuring with 1<sup>ST</sup> CENTRAL.

1<sup>ST</sup> CENTRAL are delighted to welcome **you** as a valued customer. Please take time to read **your** policy document and contact 1<sup>ST</sup> CENTRAL if **you** have any queries.

This contract of insurance has been arranged by First Central Insurance Management Ltd, on **your** behalf and by Motorplus Limited t/a Coplus on the underwriters behalf. The insurance is underwritten by Allianz Insurance plc.. This document is evidence of that insurance.

The **insurer** has agreed to indemnify **you**, subject to the terms, conditions, limitations and exclusions contained in this document, against such liability, loss, destruction or damage that may occur during any **period of insurance** directly sustained in connection with **your** car which is shown on **your** current Certificate of Motor Insurance and policy schedule.

The parties to this contract are **you** and the **insurer**. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this contract, nor any supplemental or ancillary agreement shall create such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

In order that this document may be signed and issued as evidence of the contract of insurance, the **insurer** has entered into an agreement with First Central Insurance Management Ltd. This agreement empowers a CEO of First Central Insurance Management Ltd to sign and issue this document.

A handwritten signature in black ink, appearing to be 'John Kennedy', written over a horizontal line.

**John Kennedy, Chief Executive Officer**

1<sup>ST</sup> CENTRAL is a brand name used by First Central Insurance Management Ltd, Central House, 25-27 Perrymount Road, Haywards Heath, West Sussex, RH16 3TP. Authorised and regulated by the Financial Conduct Authority (firm reference number: 483296).

The insurance contract will be governed by English law unless **you** have agreed otherwise with **your Insurer**.

The insurance contract is written in English and any associated communications will be in English.

## Motor legal expenses policy summary

This is a summary of **your** motor legal expenses policy. It does not contain the full terms and conditions, which can be found in the policy document that follows this policy summary. This policy is suitable for someone seeking insurance cover for legal costs incurred pursuing a claim for the recovery of uninsured losses from the person responsible for the accident following a non-fault Road Traffic Accident, including personal injury, defence of motoring prosecutions and motor database disputes.

For ease of reference the policy document page numbers are shown in brackets.

Significant features and benefits:	Significant exclusions or limitations:
<p>If the insured vehicle is involved in a non-fault accident with another vehicle, this policy will cover <b>you</b> for legal costs incurred in <b>your claim</b> for compensation and <b>uninsured losses</b>.</p> <p>The limit of cover (including opponent's costs) is £100,000 per claim. The legal costs and expenses for following are covered:</p> <ul style="list-style-type: none"> <li>• Cover of up to £100,000 to help reclaim <b>your</b> insurance excess and other <b>uninsured losses</b> in the event of a non-fault claim where there is a reasonable chance of success.</li> <li>• Includes damage to <b>your</b> car or to any personal belongings on or in <b>your</b> car, death of bodily injury to an insured person whilst travelling in the car, and any other <b>uninsured losses</b>.</li> </ul>	<p>This policy will not cover <b>you</b>:</p> <ul style="list-style-type: none"> <li>• For any legal costs and expenses in excess of £100,000 in any policy period (page 10).</li> <li>• Claims without a reasonable chance of success (page 10).</li> <li>• If the other driver cannot be traced or identified, or is uninsured (page 10).</li> <li>• Any claim brought against <b>you</b> (page 10).</li> </ul>

### Duration

The motor legal expenses policy runs alongside **your** 1<sup>ST</sup> CENTRAL motor insurance policy and does not exceed 12 months or the duration of your motor insurance policy.

### Cancellation

**You** may cancel **your** policy and receive a full refund up to 14 days after its start or renewal date as long as no **claims** have been made. If **you** do not cancel **your** policy, it will remain in force for the term of the policy and **you** will be required to pay the premium. If **you** want to cancel **your** policy after 14 days no refund will be payable. Please contact the customer services team on 0333 043 2066.

### Who does it cover?

- The policyholder;
- Any other person entitled to drive the **vehicle** covered under the **motor insurance policy**.

### What criteria apply?

- The policyholder must have valid 1<sup>ST</sup> CENTRAL motor insurance throughout the duration of the motor legal expenses insurance;
- The **vehicle** must be specified in the 1<sup>ST</sup> CENTRAL **motor insurance policy** and driven by a person entitled to do so.

## Important information

This policy has been offered based on information provided by **you** when purchasing 1<sup>ST</sup> CENTRAL **motor insurance policy**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the insurance broker may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to or renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current schedule, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.



## Motor legal expenses policy document

### 1<sup>ST</sup> CENTRAL

1<sup>ST</sup> CENTRAL is a brand name used by First Central Insurance Ltd.


### Legal Advice Helpline

**Your** call will be answered 24 hours a day to provide **you** with confidential telephone advice about any personal legal problem in the United Kingdom and Northern Ireland, Isle of Man or Channel Islands. Please note that **we** may need to arrange a call back if **you** need specialist legal advice.

 To contact the helpline, call: **0333 241 3381** quoting the reference 'motor legal expenses'.

### How to make a claim

Any person who is covered by this policy may make a claim. In the event of a claim, please contact 1<sup>ST</sup> CENTRAL as soon as is practicable after the date of the **insured event**, giving 1<sup>ST</sup> CENTRAL as much information as **you** can about what has happened before **you** incur any costs.

 **24-hour claims helpline number: 0333 043 2011 or +44 (0)333 043 2011** from overseas.

The UK based claims helpline is available 24 hours a day, 365 days a year. **Give as much information as you can about what has happened before you incur any costs.**

If an accident occurs:

- Write down the details of each **vehicle** and driver;
- Take the names and addresses of any witnesses;
- Take photographs of the incident if it is safe to do so; and
- Make a note of any CCTV coverage in the area.

On receipt of **your** claim, **we** will estimate the likely value of **your legal action** and determine whether it is a **small claim**. In the event that it is a **small claim we** will allocate **your legal action** to a **claims handler** for **assistance services** and all other **legal actions** to a **panel solicitor** according to General Conditions (2).

### Important

Please do not appoint **your** own representative before **we** have accepted **your** claim. If **you** do so, **we** will not be liable for any costs incurred even if **we** subsequently accept **your** claim.

### How to make a complaint

**We** hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to a claim, please contact **us** at:

Quality Assurance Manager  
Coplus  
Floor 2  
Norfolk Tower  
48-52 Surrey Street  
Norwich  
NR1 3PA

 **0333 241 3393** or  [qtmil@coplus.co.uk](mailto:qtmil@coplus.co.uk)

It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** call **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service.

**You** can contact the Financial Ombudsman Service at:  
The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

 **0800 023 4567** or  [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

If **your** complaint relates to the sale of this policy:

1<sup>ST</sup> CENTRAL is committed to providing **you** with the best possible service, however, there may be times when 1<sup>ST</sup> CENTRAL may not meet **your** expectations. We want **you** to let 1<sup>ST</sup> CENTRAL know immediately if **you** are unhappy with the service **you** have received, and we will always do **our** best to resolve any complaint fairly.

Please refer **your** concerns to:

The Chief Executive Officer  
First Central Insurance Management Ltd  
Central House  
25-27 Perrymount Road  
Haywards Heath  
West Sussex  
RH16 3TP

 **0333 043 2077**  [Customer.Relations@1stcentral.co.uk](mailto:Customer.Relations@1stcentral.co.uk)

### How to escalate your complaint

If 1<sup>ST</sup> CENTRAL have given **you** a final response and **you're** not happy with the outcome, or more than eight weeks have passed since 1<sup>ST</sup> CENTRAL received **your** original complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). Their details are as follows:

The Financial Ombudsman Service,  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR



0800 023 4567



complaint.info@financial-ombudsman.org.uk

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

**You** must approach the Financial Ombudsman Service within six months of the final response to **your** complaint. 1<sup>ST</sup> CENTRAL will remind **you** of this time limit in the final response.

**Your** rights as a customer to take legal action are unaffected this complaints procedure. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has started.

### Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by underwritten by Allianz Legal Protection which is a trading name of Allianz Insurance plc.

Motorplus Limited t/a Coplus is authorised and regulated by the Financial Conduct Authority.

Allianz Insurance plc. Registered in England number 84638.

Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number 121849.

Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

### Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>

### Allianz Insurance plc Fair Processing Notice

**We** are Allianz Insurance plc, referred to as “**we/us/our**” in this notice.

For more information about how Allianz Insurance plc use **your** personal data, **you** can find a copy of the Fair Processing Notice at [www.allianz.co.uk](http://www.allianz.co.uk)

Alternatively, **you** can request a printed version by calling **0330 102 1837**, by email

[dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk) or by writing to the Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB.

### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

## Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this policy.

## Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under the policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

## Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

**We** will not be bound by any agreement between **you** and **your appointed representative**, or **you** and any other person or organisation.

**You** may not assign any of the rights under this policy without the **insurer's** express prior written consent.

## Financial Services Compensation Scheme

If Allianz is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

## Renewal procedure

The term of **your** Motor Legal Expenses policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy, please contact **your** insurance broker who will be able to discuss **your** requirements.

## Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

## Other formats

If **you** require this document in any other format, please do not hesitate to contact **us**.

## Definitions

The words and phrases listed below apply will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

### Adverse Costs

Any **legal costs**, including profit costs, **disbursements**, VAT and interest, which **you** are ordered to pay by order of the court or with **our** prior written agreement. These may include for example, the opponent's solicitor's fees, barrister's fees or expert's fees.

### Appointed representative(s)

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed or approved by **us** to act on **your** behalf. Please refer to **panel** and **non-panel solicitor** definitions below.

### Civil proceedings

Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom and Northern Ireland, the Isle of Man and the Channel Islands.

### Claims Handler

**Us** or a suitable third party appointed by **us** to act on **your** behalf where **your legal action** is a **small claim**.

### **Damage**

Loss, destruction of or **damage** to the **vehicle**, including a total loss where the **vehicle** is written off.

### **Damages**

Any sum that a court says **your opponent** must pay or money **your opponent** agrees to pay to settle the claim.

### **Disbursements**

Any sum spent by an **appointed representative** on **your** behalf in connection with **Legal Action** respect of services supplied by a third party. **Disbursements** may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement or expert report fees).

### **Non Fault Claim**

A claim where it is expected that liability will attach, whether in full or part, to a third party

### **Insured event**

An incident which gives rise to a **legal action** which occurs within the **period of insurance** and within the **territorial limits** involving the **vehicle** and the vehicle of a third party (including collisions) which:

- i. causes damage to **your vehicle**; and/or
- ii. causes damage to any personal belongings within or on the **vehicle**; and/or
- iii. causes **your** death or bodily injury whilst **you** are travelling in or on the **vehicle**, or getting into or out of or on or off the **vehicle**; and/or
- iv. any other **uninsured losses** (including but not limited to alternative transportation costs, should **your vehicle** be unusable following an accident and loss of earnings as a result of an accident requiring **you** to take time off work).

### **Insurer**

Allianz Insurance plc.

### **Legal Action**

The pursuit of losses or **damages** against a third party arising from an **insured event**.

### **Legal costs**

Professional legal fees and/or expenses reasonably incurred by the **appointed representative** whilst acting for **you** in the pursuit of a **legal action** and which **you** are bound to pay.

### **Motor Insurance Policy**

The policy of motor insurance for **your vehicle** which has been issued in accordance with the requirements of the Road Traffic Act 1988.

### **Non-Panel Solicitor**

If **you** decide to appoint a representative of **your** own choosing, they will be referred to within this policy as a 'non-panel' solicitor. Please refer to Condition 2 – Appointed Representative.

### **Opponent**

The third party responsible for the accident or collision which has given rise to an **insured event** under this policy and against whom **you** wish to bring a claim. Proceedings may not be issued against **us**, the **insurer** or **your** insurance broker or agent, nor may proceedings be issued against an employer where **you** are the employer and the driver is **your** employee.

### **Panel Solicitor**

A solicitor recommended by **us** to **you** in the event of a claim, to act on **your** behalf and provide assistance.

### **Part 36 Offer**

Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim. To be accepted, the offer must:

- be in writing;
- call itself a Part 36 Offer;
- be open for at least 21 days, when the offeror will pay the **opponent's** costs, if accepted;
- specify covers the whole claim, part of it, or an issue that arises in it and, if so, which;
- advise whether any counterclaim is factored in.



### Period of insurance

The period of 12 calendar months beginning with the date of inception of this Motor Legal Expenses Policy.

### Proportionate

Where the costs of pursuing a **legal action** do not exceed the value of the likely award of **damages**. When deciding whether the **legal action** is proportionate **we** will consider the factors set out in General Condition 9.

### Reasonable prospects

A greater than 50% chance that **you** will be successful in **your** pursuit or defence of legal proceedings and make a successful recovery.

### Small Claim

A **legal action** which **we** determine would be, or is actually allocated to the small claims track by a court under the Civil Procedure Rules as amended from time to time. The small claims track is the procedure for making low value claims for **damages** where the recovery of **legal costs** is limited. The limit under which a **legal action** is determined to be a small claim is set by the Civil Procedure Rules and may change from time to time.

### Territorial limits

Cover: Uninsured Loss Recovery & Motor Prosecution Defence- The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia, Herzegovina, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

Cover: Motor Database Disputes – The United Kingdom and Northern Ireland, the Isle of Man and the Channel Islands.

### Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

### Uninsured Losses

Any loss directly arising from an **insured event** that is not covered by any other insurance policy.

### Vehicle

The vehicle(s) specified in the **motor insurance policy** which was being driven or ridden by a person entitled to drive or ride it, which gives rise to a claim.

### We/our/us

Motorplus Limited t/a Coplus.

### You/Your

The named holder of this policy, who lives in the United Kingdom and Northern Ireland, the Channel Islands or the Isle of Man, together with any other person who is entitled to drive or ride the **vehicle** under the **motor insurance policy** who is also resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (including any other person who is a passenger or pillion passenger in or on the **vehicle**).

## Section 1 – Uninsured Loss Recovery & Personal Injury Claim

### ✓ What is covered

Upon payment of the premium; the **insurer** will indemnify **you** in respect of the **legal costs**, **adverse costs** and **disbursements** incurred in bringing a **legal action** against a third party in consequence of an **insured event** up to an aggregate limit of £100,000 for any one **insured event** provided that the **legal action**:

- relates to an **insured event**;
- has been notified to **us** as soon as practicable after the date of the **insured event**; and
- can be dealt with by a court of competent jurisdiction within the **territorial limits**.

## Cover Conditions

We will provide this cover provided that:

- Any claim is reported to **us** as soon as practicable following an **insured event**. **We** shall have the right to reject any claim under this policy where **your** delay in notifying **us** has adversely affected the likely outcome of **your** claim;
- **Your legal action** has **reasonable prospects** of success;
- The **legal action** can be pursued in a **proportionate** manner, unless otherwise agreed by **us**;
- The **insured event** occurred within the **territorial limits** and within the **period of insurance**;
- The **insured event** was a **non fault** event;
- **You** do not deliberately mislead **us** or the **appointed representative** or exaggerate the claim and/or **legal action** or bring any false or contrived claims and/or **legal action**;
- **We** have given written approval to pursuing a **legal action** prior to **you** commencing any legal proceedings or making an appeal;
- **You** follow **our** or the **appointed representative's** advice and provide any information they ask for;
- **Your appointed representative** follows the requirements set out in the **appointed representative** conditions.

## Section 2 – Motor Prosecution Defence

### ✓ What is covered

The **insurer** will cover **legal costs** up to £100,000 to defend a **legal action** in respect of a motoring offence arising from **your** ownership or use of the **vehicle** where **you** are facing suspension or disqualification of **your** driving licence, provided **your vehicle** was being used within the **territorial limits**.

This includes but is not limited to the potential suspension of **your** driving licence under the “totting up” procedure.

Cover includes costs in respect of pleas in mitigation, provided that there is a more than 50% prospect that such a plea will materially affect the outcome. **You** must advise **us** of **your** summons no later than 7 days after receiving it.

### ✗ What is not covered

#### Exclusions applicable to section 2

- Any claims made in respect of parking offences or obstruction, for which **you** receive no penalty points against **your** licence, or any claims involving **your** dishonesty;
- Any claims made when **you** have been driving or riding the **vehicle** without valid motor insurance;
- Any claims made when **you** qualify for legal aid;
- More than two claims in any one **period of insurance**;
- Any prosecutions brought against **you** where **you** are alleged to be under the influence of alcohol and/or drugs (including prescriptive or non-prescriptive drugs that may impede **your** ability to drive);
- Any **legal costs** and expenses covered by **your motor insurance policy**.

## Section 3 – Motor Database Disputes

### ✓ What is covered

The **insurer** will cover **legal costs** up to a maximum of £10,000 to represent **you** in a dispute with the police or government agency if:

- the **vehicle** is seized due to a failure in communication between **your insurer** and the Motor Insurance Database;

- if incorrect information is held/recorded on a motoring database about **your** driving record (e.g. driving licence, claims, convictions); or
- if incorrect information is held about the **vehicle**, which adversely affects **you**.

## ✘ What is not covered

### Exclusions applicable to this section

- Any error or omission by **you** which means that the information held on any motoring databases is incorrect;
- More than two claims in any one **period of insurance**.

## General conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

### 1. Claims

- You** will give notice to **us** as soon as practicable following an **insured event**;
- You** will take all steps necessary to assist in the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so;
- All **legal costs** may be subject to an independent assessment to ensure that they have been incurred reasonably;
- All professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior consent;
- Legal costs** will not be paid on an interim basis throughout a claim
- You** will not enter or offer to enter into any negotiation to settle the claim without **our** prior written approval to do so;
- You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the **legal action**. This includes agreeing to settle by way of a **Part 36 offer**;
- If an offer of settlement (which may include a **Part 36 offer**) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;
- You** will not withdraw from any **legal action** without **our** permission to do so;
- You** must attend court or any expert examination where asked to do so;
- In some circumstances, where **we** decide it is appropriate, the **insurer** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and the **insurer** will not be liable for any further costs incurred;
- We** reserve the right to request that **we**:
  - take over any claim or bring **civil proceedings**, where regulation allows at any time and conduct them in **your** name;
  - negotiate or settle any claim or **civil proceedings**, where regulation allows, on **your** behalf;
  - contact **you** directly at any point concerning **your** claim.
- You** must respond to **us** promptly in all matters relating to a claim, within 14 days unless **we** are satisfied that there is a reason why this is not possible.

## 2. Appointed representative

- i) Before legal proceedings are issued, **we** will recommend an **appointed representative** from **our** panel to act for **you** to pursue, defend or settle any claim **we** have accepted in accordance with the terms and conditions of this policy;
- ii) Should legal proceedings need to be issued or have been issued against **you**, contact **us** immediately and **we** shall appoint a **panel solicitor** to act for **you**. If **you** are dissatisfied with the appointment or where there is a conflict of interest, **you** can choose a **non-panel solicitor** of **your** choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**. When proceedings are issued the cover will continue where **you** use a **panel solicitor** or **we** agree in writing that **you** may use **your** chosen **non-panel solicitor** subject to the conditions highlighted in general 2b below;
- iii) If there is any dispute over **your** choice of **non-panel solicitor** **you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with General Condition 5 – Arbitration, which can be found on page 13 of this policy. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint an **appointed representative** from **our** panel in order to protect **your** interests in any legal proceedings.
- b) If **you** do select to appoint **your** own **non-panel solicitor**, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess a case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;
- c) The **appointed representative** or **non-panel solicitor** will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required;
- d) Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to the **appointed representative's** or **non-panel solicitor's** (as the case may be) file relating to **your** claim. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

## 3. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

**You** may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover. Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other **insurers**, in the future.

#### 4. Counsel's Opinion

Where **you** do not agree with **your** appointed representatives assessment that **your** claim does not have reasonable prospects of success, is not proportionate or otherwise should not proceed for cover to remain in place **we** will require that Counsel's Opinion is obtained from a barrister. If this is the case, **we** will instruct counsel, to advise of the merits of a proposed claim or **civil proceedings**. The cost of this advice will be payable by **you** unless the outcome recommends that there are reasonable grounds to pursue **your** claim or **civil proceedings**, in which case **we** will pay Counsel's fees. The reasonable costs of the counsels fee will be agreed by **you** and **us**.

#### 5. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 4. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If **we** are not able to agree on the appointment of an arbitrator, **we** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

#### 6. Fraudulent Claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your** claim is in any way dishonest or exaggerated,

**We** will not pay any benefit under this section of the policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

#### 7. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

#### 8. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

#### 9. Proportionality

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value of any such award of **damages**, the most the **insurer** will pay in respect of **legal costs** is the value of the likely award of **damages** unless to limit the costs to this extent is unreasonable.

## 10. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

### General exclusions

The following exclusions apply to all sections of this insurance contract:

1. Any claim:

- i) where the date of the **insured event** is before the date of inception of this policy;
- ii) brought against **you**;
- iii) that is not notified to **us** as soon as is practicable following an **insured event**. **We** shall have the right to reject any claim under this policy where **your** delay in notifying **us** has adversely affected the likely outcome of **your legal action**;
- iv) if at the time **you** make a claim under this policy there is any other insurance covering the same liability, **we** will not be liable to pay or contribute more than **our** proportion of any **legal action** and the **legal costs, disbursements and adverse costs** in connection with this;
- v) where the **opponent** cannot be traced or identified;
- vi) excess of the limit of indemnity of £100,000 for any one claim on this policy;
- vii) costs incurred after **we** have advised **you** that **your legal action** is best settled by means other than **civil proceedings**;

2. The balance of **legal costs** in excess of what has previously been agreed;

3. **Legal costs** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors;

4. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;

5. Any claim relating to violence or dishonesty on **your** part.

6. Any **legal costs** relating to any event giving rise to a claim and/or leading to **civil proceedings** which are not identified in this policy, including but not limited to:

- i) costs paid directly to the **appointed representative** prior to **our** approval;
- ii) anything relating to a road traffic accident not covered by **your** primary **motor insurance policy**, or from **your** use or alleged use of alcohol and/or drugs (including prescriptive or non-prescriptive drugs that may impede **your** ability to drive);
- iii) matters where **you** intend to represent yourself during a claim;
- iv) any **legal costs** incurred in any appeal proceedings, unless the **insurer** agreed to cover the original claim, and **we** deem that the matter has **reasonable prospects** and **we** are notified of the intention to appeal at least 7 days before the deadline to lodge an appeal;
- v) any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to claims concluded successfully under this policy.

7. The costs of any claim arising from radiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

8. The costs of any claim arising from loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority

9. Compensation awarded to a person or group bringing a claim against **you**.

10. Any claims made in respect of **your** use or alleged use of a mobile telephone whilst driving, unless the telephone is used via hands-free.

11. Claims arising from or associated with the use of **your vehicle** for racing, rallies, pacemaking or trials;

12. Judicial review;

13. Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights;

14. If **we** or the **appointed representative** do not believe there are **reasonable prospects** in pursuing **your** claim, the **insurer** will not pay for any costs arising from a subsequent or additional claim to determine **reasonable prospects**;

15. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.