

My legal expenses
cover...

Motor legal expenses

Welcome

Thank **you** for insuring with 1ST CENTRAL.

We are delighted to welcome **you** as a valued customer. **Please take time to read your policy document and contact us if you have any queries.**

This contract of insurance has been arranged by First Central Insurance Management, on behalf of Evolution Insurance Company Ltd. 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 us. This agreement empowers a CEO of First Central Insurance Management Ltd to sign and issue this document.



Andy James, Chief Executive Officer

First Central Insurance Management Ltd, Central House, 25-27 Perry Mount 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 or for the defence of motoring prosecutions.

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 you for legal costs incurred in your claim for compensation and uninsured losses.</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"> • Damage to your car or to any personal belongings in or on your car (page 5) • Death or bodily injury to an insured person whilst travelling in, or getting into or out of your car (page 5) • Any other uninsured losses you suffer (page 5) 	<p>This policy will not cover you:</p> <ul style="list-style-type: none"> • For any legal costs and expenses in excess of £100,000 in any policy period (page 9) • If your claim does not have reasonable chance of success (page 5) • If the other driver cannot be traced or identified, or is not insured (page 6) • An incident must be reported to us no later than 180 days after the date the insured person knew or should have known about the incident (page 8) • If you appoint a solicitor without first obtaining our agreement (page 8) • If you incur costs before we agree to appoint a representative for you (page 8)

Duration

The motor legal expenses policy runs alongside **your** 1ST CENTRAL motor insurance policy and does not exceed 12 months.

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.

Making a claim

If you wish to make a claim you should contact the claims helpline on 0333 043 2011, or +44 0333 043 2011 if calling from overseas.

1ST CENTRAL is responsible for the management of your claims under this policy, and can be contacted at:

Central House,
25-27 Perrymount Road,
Haywards Heath,
West Sussex,
RH16 3TP

How to make a complaint

If **you** are unhappy with the level of service received, please see the complaints section of the Motor Legal Expenses policy. Complaints can be escalated to the Financial Ombudsman Service.

Financial Services Compensation Scheme

This policy is covered by the Financial Services Compensation Scheme (FSCS).



Motor legal expenses policy document

Definitions

The following words or phrases have the same meaning wherever they appear in this policy.

Appointed representative

A consultant, solicitor or barrister or other appropriately qualified person appointed by **us** to act for **you** in accordance with the terms of this policy.

Claim

The pursuit of **your** legal rights under civil law and appeals against judgement following a road traffic accident involving **your car**.

Costs and expenses

These include:

- professional fees, expenses and costs reasonably incurred by the appointed representative and agreed by us; and
- legal costs which an insured person has been ordered to pay by a court or other body which we have agreed to or have authorised.

Insurer

Evolution Insurance Company Ltd. is the insurance company that covers **you** in respect of this policy and is registered in Gibraltar, Company Number 99263, registered office 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA. Evolution Insurance Company Ltd is authorised by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA), Firm Reference Number 227649. Details about the extent of regulation by the FCA and PRA are available from **us** on request.

Legal advice line

Help line for seeking up to 30 minutes of legal advice from a lawyer on a personal legal matter. The time includes the lawyer obtaining the required information from you.

Personal line insurance

Personal insurance for non-commercial needs.

Policy period

The period of insurance cover not exceeding 12 months.

Reasonable chance

Prospects greater than 50%

Territorial limit

United Kingdom, Gibraltar, Guernsey and Northern Ireland.

Uninsured loss

A loss arising from a road traffic accident for damage to the vehicle, personal property in or on the vehicle, or any injury to **you** whilst **you** are in or on the vehicle, as long as the loss is not covered by any other insurance policy.

We, our, us

1ST CENTRAL is the brand name for First Central Insurance Management Ltd, who is acting on behalf of Evolution Insurance Company Ltd (the **Insurer**).

You/your/insured person

- The person named as the policyholder on **your** 1ST CENTRAL car insurance schedule;
- Any person entitled to drive as described in the 1ST CENTRAL policy document, schedule or Certificate of Motor Insurance;
- Any passenger carried in **your car**.

Your car

Any private motor car specified on **your** current Certificate of Motor Insurance and Schedule, including a courtesy car provided by one of the approved repairers under this insurance.

Making a claim

To report an incident which may result in a **claim**, call the 24 hour claims helpline immediately on;

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.

What is covered

We will pay for the **costs and expenses** of recovering **your uninsured losses** directly arising from a road traffic accident involving **your car** within the **territorial limit**, which causes:

- damage to **your car** or to any personal belongings in or on **your car**;
- death or bodily injury to an **insured person** whilst travelling in, or getting into or out of **your car**;
- any other uninsured losses you suffer

Cover is provided where **we** or, where applicable, the **appointed representative** consider that **your claim** for damages has a reasonable chance of success.

If at any time **we** or the **appointed representative** consider that **you** do not have a reasonable chance of success in the action **you** are proposing to take or are taking, **we** may decline support or any further support or may propose settlement on a shared liability basis.

In making a decision the following may be taken into account:

- the financial amount of the **claim**
- that a reasonable person without legal expenses cover would not pursue the matter
- poor prospects of enforcing a judgment
- the circumstances of the accident

Cover only applies if, at the time of the accident, **your car** is being driven or used for a purpose allowed and by a person identified in **your** Certificate of Motor Insurance.

What is not covered

We will not indemnify the **insured person** in respect of:

- Any loss where the terms and conditions of this policy are not adhered to.
- Any accident for which a claim is made occurs outside the policy period.
- Any **costs and expenses** incurred prior to **our** written acceptance of a **claim**.
- Any legal action an **insured person** takes which **we** have not agreed to or where the **insured person** does anything to hinder **us** or the **appointed representative**.
- Any fines, penalties compensation or damages which the **insured person** is ordered to pay a court or other authority.
- Any **claim** deliberately or intentionally caused by an **insured person**.
- Prosecutions relating to an **insured person's** alleged dishonesty or violent conduct.
- Prosecutions resulting from drink or drug related offences.
- A dispute with **us** in respect of the policy terms and conditions other than as catered for in Conditions 8 and 9 of this policy.
- An application for judicial review.
- Any **claim** relating to any non-contracting party's rights to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.
- Any **claim** where an **insured person** can claim under another policy.
- Any **claim** where the third party cannot be traced or identified or is not insured.

Motor prosecution defence

✓ What is covered

We will pay the **costs and expenses** incurred for claims that arise from **your** defence against a motoring prosecution, including appeal, in respect of **your** use of the car within the **territorial limit**.

Cover is provided where **we** or, where applicable, the **appointed representative** consider that **your** defence has a reasonable chance of success.

✗ What is not covered:

Claims arising from:

- Motoring offences where **you** did not hold or were disqualified from holding a licence to drive.
- Motoring offences where **you** are being prosecuted for driving under the influence of drink or non-prescribed drugs or for the use of hand-held phones or similar devices.
- **Costs and expenses** where **you** are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, employer, trade union or any other insurance company.
- Parking offences for which **you** do not receive penalty point endorsements on **your** licence.
- Costs and expenses exceeding £10,000 in total per claim.

Other benefits

Legal advice line

Your cover includes access to Legal advice line for advice on personal legal matters; open Monday to Friday from 9am to 5pm. **We** may record calls for **yours** and our mutual protection and our training purposes. The advice **you** get will be according to the laws of Great Britain and Northern Ireland.

Legal advice line number: 0333 043 2028

When **you** call the legal advice line please state that **you** are a 1ST CENTRAL policyholder and have **your** policy reference number to hand. **You** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return your call.

Complete legal

We are able to provide **you** access to preferential rate legal services in Great Britain and Northern Ireland. Our experienced panel solicitors possess expertise in all areas where assistance is likely to be required, including:

- The purchase or sale of your home.
- Divorce or child custody issues.
- Wills and probate.

If **you** would like to make use of this service please telephone 0333 043 2028 for a free of charge consultation. Our panel solicitors will provide **you** with a quote (with a minimum of 15% discount to their standard rate) and it will then be **your** decision whether **you** appoint them to act on **your** behalf.

Motor insurance database disputes

✓ What is covered

We will pay the costs and expenses for representation of **your** legal rights in a dispute with the Police and/or other government agency in the event that **your** car is seized following a failure in the communications between **your motor** insurer and the Motor Insurance Database resulting in incorrect information about **you** or **your car** being recorded in the database.



General conditions

The following conditions apply to this policy.

1. Your duty

An incident must be reported to **us** within 180 days after the date the **insured person** knew or should have known about the incident.

2. Legal representation

- a. On receipt of the **claim**, if appropriate and unless you object, **we** will choose an **appointed representative**.
- b. **You** may choose an alternative **appointed representative** by advising **us** in writing of the name and address of a suitably qualified person. This right may be exercised only after proceedings have been issued in the **claim**.
- c. If **we** do not agree **your** choice of **appointed representative**, **you** may choose another suitably qualified person.
- d. If there is still a disagreement with regard to the **appointed representative**, **we** will ask the Law Society to choose a suitably qualified person to represent **you**. **We** and **you** must accept such choice.
- e. Any **appointed representative** appointed by **us** on **your** behalf will act either in accordance with **our** standard terms of appointment (this will affect the level of cover, see paragraph 3(g) on page 8).
- f. The **appointed representative** will be entitled to a reasonable level of remuneration which may or may not be the same as the fees he would charge a client who did not have legal expenses insurance. Not all legal representatives are prepared to act on that basis. **We** confirm that **we** are obliged to offer a reasonable level of remuneration.

3. Our rights and your obligations

- a. **We** will have direct access to the **appointed representative** who can provide **us** with any information or opinion on **your claim**.
- b. **You** must co-operate fully with **us** and the **appointed representative** and must keep **us** advised of the progress of the **claim**.
- c. **You** must give the **appointed representative** any instructions that **we** require.
- d. **You** must notify **us** immediately if anyone offers to settle a **claim** or makes a payment into court.
- e. If **you** do not accept the recommendation of the **appointed representative** to accept a reasonable offer or payment into court to settle a **claim**, **we** may refuse to pay further **costs and expenses**.
- f. Any offer to settle on the basis of both parties paying their own costs is to be referred to **us** for **our** prior approval.
- g. The total legal **costs and expenses** payable for both sides in any **policy period** is limited to £100,000.

4. Duration

The period of the motor insurance policy which runs concurrent with this policy and does not exceed 12 months.

5. Cancellation

You may cancel **your** policy and receive a full refund up to 14 days after the start or renewal date of the policy, as long as no **claim** has been made on the policy. 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 **you** will need to contact 1ST CENTRAL Customer Services Team on 0333 043 2066. No refund will be payable.

6. **Discontinuance of a claim**

If **you**

- i. settle a **claim** or withdraw a **claim** without **our** prior agreement;
- ii. do not give suitable instructions to the **appointed representative**; or
- iii. dismiss an **appointed representative** without **our** prior consent

all cover will end immediately and **we** will be entitled to reclaim from **you** any **costs and expenses we** or **our appointed representatives** have incurred.

7. **Recoveries**

An **insured person** must make every effort to recover **costs and expenses** that **we** have to pay and must pass to **us** any **costs and expenses** that are recovered.

8. **Disputes**

Any disputes arising between **you** and **us** will be referred to an arbitrator.

9. **Arbitration**

You have the right to refer any difference that arises between **us** and an **insured person** in respect of the acceptance, refusal, control or handling of any **claim** under this section to arbitration, which will be decided by counsel chosen jointly by **us** and an **insured person**.

10. If there is a disagreement with regard to the choice of counsel, **we** will ask the President of the Law Society to choose a suitably qualified person. The decision shall be final and binding on both parties. All costs for resolving the disputes will be met by the party against whom the decision is made.

Please also refer to the general conditions in **your** car insurance policy.



Complaints procedure

1ST CENTRAL is committed to providing **you** with the best possible service, however, **we** realise there may be times when **we** do not meet **your** expectations. We want **you** to let **us** 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



customerrelations@1stcentral.co.uk

How to escalate your complaint

If **we** have given **you** a final response and **you** are still unhappy, or more than eight weeks have passed since **we** 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

You must approach the Financial Ombudsman Service within six months of the final response to **your** complaint. **We** 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.