

Motor Legal Expenses Plus Policy Key Facts

This is a summary of your Motor Legal Expenses Plus Policy. It does not contain the full terms and conditions which can be found in your policy wording. The period of cover is for 12 months following acceptance of the proposal form and payment of the premium or agreement to pay the premium.

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.

SIGNIFICANT FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	POLICY SECTION
<p>This policy will cover you for:</p> <ul style="list-style-type: none"> • Legal costs (including opponents costs) up to £100,000 if the insured vehicle is involved in a non-fault accident with another vehicle, to pursue compensation for; • Loss of or damage to the insured vehicle; • Damage to any personal property owned by you or for which you are legally responsible whilst in or on the insured vehicle; • Death or personal injury to you, authorised drivers or passengers whilst in, on or mounting or dismounting from the insured vehicle; • Any other uninsured losses incurred as a result of the accident e.g. your policy excess, hire vehicle charges, loss of earnings. 	<p>This policy won't cover you:</p> <ul style="list-style-type: none"> • For any legal costs in excess of £100,000; • If your claim does not have reasonable prospects of success; • If the other driver cannot be traced or identified, or is not insured; • Any legal costs and expenses incurred as a result of your delay if your claim is reported more than 30 days after the accident; • If you are not in or on the insured vehicle at the time of the collision; • Any legal costs or expenses you incur before your claim has been accepted. 	<p>Definitions: Limit of Indemnity</p> <p>Cover (c)</p> <p>Definitions: Insured Incident Exclusions: 3</p> <p>Conditions: 8 (a)</p> <p>Definitions: Insured Incident, Insured Person & Insured Vehicle</p> <p>Conditions: 1, 2, 4, 8 (c)</p> <p>Exclusions: 1</p>

Claims Procedure

If you wish to make a claim you should contact the Sales agent on 0844 836 1127 who arranged cover for you.

Cancellation

Written confirmation of the cancellation of the policy may be given at any time by you or by us, as detailed in the policy wording under the heading 'Cancellation' shown within the policy wording. We will give you a minimum of 14 days notice of cancellation to enable you to find alternative cover. You may cancel the policy by contacting the Sales agent.

Cooling off Period

Before you accept our policy you have 14 days to review your policy wording. If you are not totally happy with the policy and you have not made a claim you can write to the Sales agent requesting that your insurance is cancelled and that any monies paid be returned. We will then cancel your insurance.

Complaints Procedure

If you have a complaint about your motor legal expenses policy, please contact the Insurance Intermediary that sold the policy in the first instance.

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try to resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer.

It is our experience that most complaints can be resolved by speaking to the staff directly responsible for your claim. Please call us on 0161 488 7808 or write to:

Acromas Insurance Company Limited
Lambert House
Stockport Road
Cheadle
Cheshire
SK8 2DY

If we have not given you an answer in eight weeks we will tell you how you can take your complaint to the Financial Ombudsmen Service for review. This complaints procedure does not affect any legal right you have to take action against us.

Once you have received your final response from us, and if you are still not satisfied You can contact the Financial Ombudsman Service:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.

By telephone on 0845 080 1800 or 0300 123 9 123, or by email complaint.info@financial-ombudsman.org.uk

Whole Agreement

Acromas Insurance Company Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

This policy is provided by:

Acromas Insurance Company Limited
57-63 Line Wall Road
Gibraltar

Registered Number 99716 (Gibraltar). Authorised by the Financial Services Commission, Gibraltar.

Motor Legal Expenses Plus Policy Wording

ACROMAS INSURANCE COMPANY LTD

DEFINITIONS

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this insurance:-

Defendant

The person, company or partnership that the **Insured** alleges is responsible for the **Insured Incident**.

Insured Incident

Any road traffic accident (excluding claims for theft or fire) which results in damage to the **Insured Vehicle** or damage to any personal property owned by an **Insured Person** whilst in or on the **Insured Vehicle** or any injury to or death of an **Insured Person** whilst in on or mounting or dismounting from the **Insured Vehicle**.

Insured Person

The **Insured** and any authorised driver of or passenger carried in the **Insured Vehicle**.

Insured Vehicle

The motorcar, motorcycle or commercial vehicle specified in the underlying policy of motor insurance taken out by the **Insured**.

Insured, You, Your

The person to whom this insurance has been issued and who has paid or promised to pay the premium.

Legal Costs and Expenses

The reasonable and irrecoverable costs incurred by the **Solicitor** on a standard basis which an **Insured Person** is ordered to pay by a Civil Court or which **We** have agreed by negotiated settlement with **Our** agreement, or which have been incurred under any fixed recoverable costs scheme, whichever is the lower.

Limit of Indemnity

Is the maximum sum that the **Underwriter** will pay in aggregate in respect of all **Legal Costs and Expenses** incurred by the **Solicitor** or the **Defendant** in relation to the prosecution of a claim which is covered by this insurance subject always to the maximum indemnity of £100,000.

Period of Insurance

The period commencing from when the **Insured** pays or promises to pay the premium to the **Sales Agent**, to the expiry date of the underlying policy of motor insurance in force in respect of the **Insured Vehicle** which in no circumstances will exceed 12 months.

Prospects of Success

Where **We** consider there is a 51% and above chance of succeeding with the **insured person's** claim and enforcing any award and that it would be reasonable to advise any private paying client in the same circumstances to pursue the claim.

Sales Agent

The person or company who arranged the underlying policy of motor insurance taken out by the **Insured**.

Solicitor

The appropriately qualified lawyer, legal representative or specialist consultant appointed to act on behalf of the **Insured person**.

Territorial Limits

The United Kingdom, Isle of Man, Channel Islands, Austria, Belgium, Finland, The Federal Republic of France, Germany, Ireland, Italy, Luxembourg, The Netherlands, Norway, Portugal, Spain, Sweden and Switzerland provided that the **Insured** has arranged a Green Card where recommended through the insurer who has issued the underlying motor insurance policy.

Underwriter

Acromas Insurance Company Limited.

We, Us, Our

The **Underwriter**.

COVER

The **Underwriter** will indemnify the **Insured Person** against **Legal Costs and Expenses** incurred in the pursuit of a civil claim against a **Defendant** arising from an **Insured Incident** subject to:-

- a) The **Insured** having paid or promised to pay the premium.
- b) The **Insured Incident** taking place within the **Territorial Limits** and within the **Period of Insurance**.
- c) The claim having reasonable **Prospects of Success**.
- d) The maximum sum **We** pay not exceeding the **Limit of Indemnity**.
- e) The terms and conditions of this policy.

CONDITIONS

1. **We** can attempt to settle the claim prior to the appointment of **Solicitors** or the issue of legal proceedings.
2. **We** can take over conduct of any claim at any time in the name of the **Insured Person**.
3. **We** can issue proceedings for the **Underwriters** benefit in the name of the **Insured Person** to recover any payments **We** have made under this insurance.

4. If the **Insured Person's** legal claim has **Prospects of Success** we will nominate a **Solicitor** to act on the **Insured Person's** behalf. The **Insured Person** may choose another representative if there is a conflict of interest or legal proceedings are about to be commenced. If **You** exercise **Your** right to choose a representative:

- a) the representative **You** choose will become the **Solicitor**;
- b) **You** must notify **Us** as soon as possible of the name, address and contact details of the **Solicitor**;
- c) **You** will be required to ensure that the **Solicitor** complies as appropriate with the terms of this policy on **Your** behalf by:
 - i) keeping **Us** updated regularly with the progress of **Your** legal claim;
 - ii) keeping **Us** informed regularly of **legal costs and expenses** incurred;
 - iii) informing **Us** of any settlement offers made to or by **You**;and
 - iiii) 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** legal claim.

With **Your** prior agreement **We** will be entitled to contact **Your Solicitor** to discuss, and if possible agree, the rates that will be paid by **Us** to the **Solicitor** for acting on **Your** behalf. The amount that **We** will pay in respect of legal costs (meaning those properly incurred and proportionate fees and expenses charged by the **Solicitor**) shall not in any circumstances exceed hourly rates in line with those published in the Senior Courts Cost Office Guide for Summary Assessments of Costs which your **Solicitor** will have readily available and which **You** should ask to see. The rate applicable will be the guideline rate at the time the work was conducted, for the location in which **Your Solicitor** carries on business or on **Your** home address (whichever is the lower) and for the grade of fee earner which is appropriate for the nature or complexity of the case or task being performed. If **Your Solicitor** refuses to accept the guideline rates you will be liable to pay the **Solicitor** any difference between what **We** pay and the amount sought by the **Solicitor**.

5. The **Underwriter** have the right to withdraw indemnity under this insurance if the **Insured Person** is declared bankrupt, goes into liquidation (voluntary or otherwise) appoints a receiver or has a receiver appointed.

6. **We** may cancel this insurance by giving the **Insured** 14 days notice in writing by recorded delivery to the **Insured's** last known address.

7. **We** may at **Our** discretion discharge all liabilities to the **Insured Person** by paying a sum equal to that claimed subject always to such sum not exceeding the **Limit of Indemnity**.

8. **You** and/or the **Insured Person** must :-

- a) Report all claims to **Us** within 30 days of the **Insured incident**. If **you** submit **your** claim outside of this period **We** will not pay for any **Legal Costs and Expenses** incurred as a result of **Your** delay.
- b) Take all reasonable steps to minimise any amount claimed from the **Defendant**.
- c) Co-operate with **Us** at all times and forward any communications received in connection with an **Insured Incident** to **Us** without delay and supply **Us** with any information **We** require.
- d) Co-operate with the appointed **Solicitor** including giving such instructions as **We** require and keep the **Solicitor** and **Us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the claim.
- e) Advise **Us** immediately of any offers of payment to settle the claim.
- f) Not accept any offer of payment or enter into settlement negotiations without **Our** express agreement.
- g) Instruct the **Solicitor** to have the **Legal Costs and Expenses** assessed taxed or audited if **We** request such action.
- h) Co-operate fully with **Us** to assist **Us** to recover any **Legal Costs and Expenses** **We** have had to pay on **Your** behalf that have been reasonably incurred in connection with the pursuit of the claim.
- i) Adhere to the terms and conditions of this insurance at all times.

9. If the **Insured Person** makes any claim under this policy which is fraudulent or false or misleading or where there is collusion between the **Insured Person** and the **Defendant** or any witnesses this policy shall be declared void.

10. In the event of a dispute arising between **You** and **Us**, **You** may ask for the dispute to be referred to an independent arbitrator who is acceptable to both parties. In the event that such an arbitrator cannot be agreed upon an arbitrator will be nominated by the President of the Bar Council and the decision will be binding upon both parties and the cost of the arbitration will be borne by the losing party.

11. Co-operate fully with **Us** and the **Solicitor** in any action or issue of legal proceedings that may be necessary to enforce any rights or remedies that **We** become or may become entitled to under subrogation upon **Us** paying or becoming liable to pay any losses under this policy.

12. The contract of insurance evidenced by this certificate will at all times be governed by English Law.

13. Where proceedings are to be commenced in respect of an **Insured Incident** occurring within the **Territorial Limits** and outside of the United Kingdom, the **Solicitor** shall initiate proceedings within the courts of the United Kingdom only.

REPRESENTATION

If the **Insured Person** withdraws from a claim:

The **Solicitor** will act for the **Insured Person** during their claim. If, at any stage, the **Insured Person** intends to withdraw instructions they should contact **Us** as soon as possible in order for **Us** to consider their intention and its potential result.

If the **Solicitor** withdraws from a claim:

If the **Solicitor** refuses to act for the **Insured Person**, **We** will ask the **Solicitor** for those reasons and share these with the **Insured Person**. Provided any new representative confirms that the **Insured Person** claim still has **Prospects of Success**, the **Insured Person** will be entitled to appoint a new **Solicitor** in accordance with condition - 4.

There will only be a transfer of representation to another if there is a good reason to do so.

EXCLUSIONS

1. Any **Legal Costs and Expenses** incurred prior to **Our** confirmation of indemnity being granted to **You** under this policy.
2. Any claims arising out of any deliberate criminal act or omission or fines and penalties imposed by a criminal court.
3. Any claims where the **Defendant** cannot be traced or does not hold valid motor insurance.
4. Any claims occurring from use of the **Insured Vehicle** for motor racing rallies speed trials or competitions of any kind.
5. Any claims made or legal proceedings between the **Insured** and **Insured Persons**.
6. Any claims where the **Insured Vehicle** is found to be in an unroadworthy condition or does not have a valid MOT certificate at the time of the **Insured Incident**.
7. Any claims that **You** are indemnified for under any other policy of insurance.
8. Any claims or counter claims made against **You** by the **Defendant**.
9. Any claim arising from ionizing radiation or contamination from irradiated nuclear fuel or from any nuclear waste.
10. Any claim arising from riot civil commotion war invasion acts of hostility by foreign powers confiscation nationalization requisition or damage to property by or under the order of any government.
11. Any claim relating to motor prosecution defence.
12. Any legal proceedings dealt with by a court or other body, outside the United Kingdom and/or to which **We** have not agreed.

CLAIMS PROCEDURE

If **You** wish to make a claim, **You** should contact the **Sales Agent** who arranged cover for **You**. **You** can telephone the **Sales Agent** on 0844 836 1127.

CANCELLATION

Written confirmation of the cancellation of the policy may be given at any time by **You** or by **Us**. **We** will give **You** a minimum of 14 days notice of cancellation to enable **You** to find alternative cover. If **You** do not exercise **Your** right to cancel within the cooling off period the policy premium becomes due, **You** may not be entitled to a refund of premium and the policy may run for its full term. **You** may cancel the policy by contacting **Your Sales Agent**.

COOLING OFF PERIOD

Before **You** accept this policy **You** have 14 days to review **Your** policy wording. If **You** are not totally happy with this policy and **You** have not made a claim **You** can write to the **Sales Agent** requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

COMPLAINTS PROCEDURE

If **You** have any complaint about **Your** Motor Legal Expenses policy **You** can contact **Us**. **We** are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing.

We will contact **You** within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks **We** will tell **You** when **You** can expect an answer.

It is **Our** experience that most complaints can be resolved by speaking to staff directly responsible for **Your** claim. Please call **Us** on 0161 488 7808 or write to;

Acromas Insurance Company Limited, Lambert House, Stockport Road, Cheadle, Cheshire SK8 2DY.

If **We** have not given **You** an answer in eight weeks **We** will tell **You** how **You** can take **Your** complaint to the Financial Ombudsmen Service for review. This complaints procedure does not affect any legal right **You** have to take action against **Us**.

Once **You** have received **Your** final response from **Us**, and if **You** are still not satisfied **You** can contact the Financial Ombudsman Service: Financial Ombudsmen Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. By telephone on 0845 080 1800 or 0300 123 9 123 or by email complaint.info@financial-ombudsmen.org.uk.

Whole Agreement

Acromas Insurance Company Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or by contacting the FSCS on 0800 678 1100.

This policy is provided by: Acromas Insurance Company Limited, 57-63 Line Wall Road, Gibraltar. Registered number 88716 (Gibraltar). UK branch address: Enbrook Park, Sandgate, Folkestone, CT20 3SE. Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar and is a member of the Association of British Insurers.

Data Protection & Privacy Statement

Data Transfer Consent

By purchasing this Insurance policy with Acromas Insurance Company Limited, **You** have consented to the use of **Your** data as described below.

Data Protection Policy

We are committed to protecting **Your** privacy including sensitive personal information, please read this section carefully as acceptance of this insurance **Policy** will be regarded as having read and accepted these Terms and Conditions.

Sensitive Information

Some of the personal information that **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1988 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for specific purpose for which **You** provide it and to provide the services described in **Your Policy** documents.

How we use and protect your information and who we share it with

We will use **Your** information to manage **Your** insurance policy, including underwriting and claims handling. This may include disclosing it to other Insurers, **Administrators** third party underwriters and reinsurers.

Your information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** may use and share **Your** information with other members of the Acromas group of companies (The Group). **We** will provide an adequate level of protection to **Your** data.

We do not disclose **Your** information to anyone outside The Group except;

- Where **We** have **Your** permission
- Where **We** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **Us** or **You**
- Where **We** may transfer rights and obligations under this agreement.

We may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Your Rights

Under the Data Protection Act 1988 **You** have the right to see a copy of the personal information **We** hold about **You**. If **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. To provide a copy of the information **We** may ask **You** for a small fee.