



Motor Legal Expenses Insurance

Master Certificate Number: LES/1007/2141

Introduction

Thank you for choosing to insure with **us**. Please read carefully all documents that **we** have provided, together with any addendum, endorsements and the **schedule**.

If something's not right, **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** insurance agent immediately. If **you** are unhappy with the terms and wish to cancel the policy, please contact **your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

Assistance Helpline Services

You can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

Sections 1 – 2 Helpline

0343 509 4900

This helpline operates 24/7, 365 days a year and can assist with claims under Sections 1 – 2 of this policy.

Sections 3 – 9 Helpline

01384 377000

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays, and can assist with claims under Sections 3 – 9 of this policy.

Section 10 Vehicle Identity Theft Helpline

01384 397757

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of identity theft issues and cannot assist with any other insurance matter.

Unlimited Legal Advice Helpline

01384 887575

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy.

Making a Claim – Sections 3 - 9

If **you** wish to make a claim, it's important to let **us** know as soon as possible and during the **period of insurance**. **You** can obtain and submit a claim form to **us** by using one of the contact methods below.



Visit motor-claims.legalim.co.uk to submit **your** claim online.



Post **your** claim form to **us** at:

Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF



Call **us** on:

01384 377000

Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **us** know about any potential claims within 30 days and during this **period of insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your** claim, **your** obligations to **us** under the policy and how **we** will handle **your** claim.

Meaning of Words

The words or expressions set out below have the following meaning wherever they appear emboldened in this policy.

Authorised Professional	A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your interests.
Civil Legal Action	When formal legal proceedings are taken against an opponent in a court of Law.
Claim Limits	The amount we will pay in respect of any one claim and the total amount payable within any one period of insurance as specified in the schedule .
Costs	Your authorised professional's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs . This includes costs following an 'out-of-court' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay.
Court	A court , tribunal or other competent authority.
Criminal Legal Action	When a criminal investigation against you commences.
Event	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
Excess	The first amount of each and every claim as detailed in the schedule or insured event .
Insurer	This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.
Insured Vehicle	A vehicle that you own or for which you are legally responsible including any caravan or trailer whilst being legally towed.
Period of Insurance	The dates as shown on your schedule .
Prospects of Success	At least a 51% chance of you achieving a favourable outcome.
Schedule	The document which details your personal information for the purposes of this insurance and is attached to and forms part of this policy.
Standard Professional Fees	The level of costs that would normally be incurred by us in using an authorised professional of our choice.
Territorial Limits	The European Union, the United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man.
Terrorism	The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
Time of Occurrence	Civil Cases – the date upon which the event first occurred. Criminal Cases – the time at which you are charged with an offence.
Vehicle Authority	Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency (DVA) and Parking and Traffic Appeals Service (PTAS).
Vehicle Identity Theft	The misappropriation of the vehicle registration mark of the insured vehicle without your knowledge or consent. The vehicle registration mark details are then used to obtain goods, services or to commit motoring offences or contravene any congestion zone fees or commit parking offences.
We, Us, Our	Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.
You, Your	a) The person named as the policyholder in the schedule . b) Any other person authorised by the policyholder to drive or to be a passenger in or on the insured vehicle .

Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the period of insurance.

Insured Events

Section 1 - Personal Injury

What is Covered?	What is Excluded?
Costs to pursue civil legal action against a third party following a road traffic collision where their negligence has led to your death or bodily injury.	<ol style="list-style-type: none">1. Claims for stress, psychological or emotional injury.2. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden event.3. The first £150 of each and every claim which is incurred and not recovered by the authorised professional.

Section 2 - Uninsured Loss Recovery

What is Covered?	What is Excluded?
Costs to recover uninsured losses incurred by you following a road traffic collision resulting in damage to the insured vehicle or personal property within it.	

Section 3 - Motor Prosecution Defence

What is Covered?	What is Excluded?
Costs to defend criminal legal action taken against you as a result of a driving offence punishable by penalty endorsement or where your driving licence is at risk of being revoked or suspended. Where a legal aid (or equivalent) scheme is available to you it must be utilised. Where such assistance is granted, costs will be limited to a sum equal to any pre-verdict contribution payable by you .	<ol style="list-style-type: none">1. Costs required to be paid by you in excess of any assessed contribution.2. Any legal aid (or equivalent) contribution or costs payable post-verdict.3. Any costs where you fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme.4. Costs to defend any action, enforcement or recovery of sums payable against you under the rules of any legal aid (or equivalent) scheme.

Section 4 – Motor Consumer Dispute

What is Covered?	What is Excluded?
<ol style="list-style-type: none">1. Costs to pursue or defend civil legal action arising out of the sale, purchase, hire purchase or lease of the insured vehicle.2. Costs to pursue or defend civil legal action relating to the testing, servicing or repair of the insured vehicle where the amount in dispute is in dispute.3. Costs to pursue or defend civil legal action relating to testing, servicing or repair of the insured vehicle excluding claims less than £100 or in excess of £10,000.	

Section 5 - Pothole Damage

What is Covered?	What is Excluded?
Costs to pursue the relevant local authority for damage caused to an insured vehicle on a public highway as a consequence of a pothole.	

Section 6 - Illegal Clamping & Towing

What is Covered?	What is Excluded?
Costs to pursue the recovery of illegal clamping or towing fees related to the insured vehicle .	

Section 7 - Unenforceable Parking Fines

What is Covered?	What is Excluded?
Costs to appeal to the local authority or independent adjudicator against an unenforceable parking fine.	

Section 8 – Motor Insurance Database Disputes

What is Covered?	What is Excluded?
Costs for representation of your legal rights in a dispute with the police and/or other government agency in the event your vehicle 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 vehicle being recorded on that database.	

Section 9 – Uninsured Driver Motor Insurer Bureau Recovery

What is Covered?	What is Excluded?
Costs to assist you in making a claim to the Motor Insurer Bureau where the driver at fault is uninsured or cannot be traced.	<ol style="list-style-type: none">1. Claims for property damage of less than £300 where the driver at fault cannot be traced.

Section 10 - Vehicle Identity Theft

What is Covered?	What is Excluded?
Costs arising from vehicle identity theft : <ol style="list-style-type: none">1. For the removal of any criminal or civil judgements wrongly entered against you.2. To defend a motoring prosecution brought against you as a result of vehicle identity theft. Where a legal aid (or equivalent) scheme is available to you it must be utilised. Where such assistance is granted, costs will be limited to a sum equal to any pre-verdict contribution payable by you.	<ol style="list-style-type: none">1. Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by you or by any other person acting in collusion with you.2. Costs required to be paid by you in excess of any assessed contribution.3. Any legal aid (or equivalent) contribution or costs payable post-verdict.4. Any costs where you fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme.5. Costs to defend any action, enforcement or recovery of sums payable against you under the rules of any legal aid (or equivalent) scheme.

General Exclusions

1. **Costs** incurred:
 - a. In respect of any **event** where the **time of occurrence** commenced prior to the commencement of this insurance.
 - b. Where **you** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
 - c. Before **our** written acceptance of a claim.
 - d. Before **our** approval or beyond those for which **we** have given **our** approval.
 - e. Where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**.
 - f. Where **you** are responsible for anything which in **our** opinion prejudices **your** case.
 - g. If **you** withdraw instructions from **or**, fail to respond to the **authorised professional**, withdraw from the legal proceedings or the **authorised professional** refuses to continue to act for **you**.
 - h. Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All **costs** incurred up until this stage will become **your** responsibility.
 - i. In excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
 2. Any claim if **we** consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **costs** incurred.
 3. Claims where **you** fail to follow the advice or proper instructions of **us** or the **authorised professional**.
 4. Appeals where **you** have failed to notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice.
 5. Any **costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
 6. **Costs** arising from computer software tailored by the supplier to **your** own requirements.
 7. Legal action outside the **territorial limits** in respect of claims under Sections 3 - 10, and/or proceedings in constitutional, international or supranational Courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.
 8. Any disputes involving a contract of insurance.
 9. Any disputes with **us** not dealt with under the arbitration condition.
 10. An application for judicial review or any **costs** incurred in new areas of law or test cases.
 11. Any **costs** relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
 12. Any matter in respect of which **you** are entitled to legal aid (or equivalent), our liability shall be limited to the sum equal to any assessed contribution payable by **you**.
 13. Any claims where there is an allegation that **you** were in control of the **insured vehicle** whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
 14. Any claim where **your** motor insurer is entitled to repudiate **your** motor policy or refuses settlement of **your** claim.
 15. Any claim where **you** (other than the policyholder) are driving under a 'driving other cars' extension to **your** motor insurance policy.
 16. Any claim arising out of the use of an **insured vehicle** by **you** for racing, rallies, trials, off-roading or competitions of any kinds.
 17. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of **your** claim.
 18. Any claim if **you** have never held (or have been disqualified from holding or obtaining) a driving licence at the time of the **event**.
 19. Claims made by **you** against any authorised passenger in the **insured vehicle**.
 20. Claims for passengers where there is a conflict of interest between **you** or the authorised driver and any other passenger(s).
 21. Any **standard professional fees** that are not subsequently recoverable or should not have reasonably been recoverable from the opponent or **Court**.
 22. Any direct or indirect liability, loss or damage caused:
 - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b. by computer viruses.This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
 23. Any claim or expense of any kind caused directly or indirectly by:
 - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
 24. Any loss or damage caused by any sort of war, invasion or revolution.
 25. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
 26. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.
-

Policy Conditions

Notifying Us

If anything happens which could lead to a claim under this policy, **you** must let **us** know as soon as possible by submitting a claim form and providing **us** with all the information **we** may need. Until **you** have let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any **costs**, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that **you** must notify claims in writing directly to Legal Insurance Management Ltd. Informing any of **our** Advice Helplines does not constitute as notification of a claim.

Claims Decision

The decision to accept **your** claim will take into account the advice of the **authorised professional**, as well as **our** own claims handlers. **We** may require, at **your** expense, an opinion of an expert or counsel on the merits of **your** claim. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.

Your claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **your** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with **your** claim.
4. The **event** and action required are covered by this insurance under the Insured Events section. The **event** must have happened within the **territorial limits** and during the **period of insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **your** claim or during the course of it **we** may find:

1. **Your prospects of success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support **your** claim and will tell **you** why in writing.

We may also limit the **costs** that **we** pay under the policy for **your** claim in the following circumstances:

1. **We** consider it is unlikely a favourable settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. There are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, where it may cost **us** more to handle a claim than the amount in dispute **we** may, at **our** discretion, pay to **you** the amount in dispute which will represent full and final settlement under this policy providing **you** have complied with all terms and conditions.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **costs** incurred to date will become **your** own responsibility and will need to be repaid to **us**.

Representation

If **your** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on **your** behalf. **We** will also select an **authorised professional** of **our** choice to act on **your** behalf.

If legal action is agreed by **us**, **you** can continue to use the **authorised professional** **we** have selected. However, **you** are also entitled to nominate an **authorised professional** of **your** choice, although this must be agreed with **us** in advance, confirmed in writing and **you** will be responsible for any **costs** in excess of **our standard professional fees**. **You** will need to satisfy **us** that **your** chosen representative has the appropriate experience and skills to represent **you**, and **you** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred in arbitration in accordance with the policy conditions.

Conduct of Claim

1. It's important to co-operate with **us** at all times. **You** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of **your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to (at no cost to **us**) obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose.
3. **You** or the **authorised professional** must notify **us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and **you** must await **our** written agreement before accepting or declining any such offer.
4. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert, agent or any other person without **our** agreement.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

Recovery of Costs

You should take all steps to recover costs, charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs, charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Fraud

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **you** will not be entitled to any refund of premium or benefit under the policy. **We** may also take legal action against **you** and inform the appropriate authorities.

Arbitration

Any dispute between **you** and **us**, which is not solved by either party, will be governed by the laws of England and Wales and will be referred to a single arbitrator. The arbitrator shall be a solicitor or barrister on whom **we** both agree. If **we** are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion **costs** in the case that a decision is not clearly made against either party.

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you're** unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

You can also email **us** at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/Policyholder-privacy-notice> or request a copy by emailing **us** at dataprotection@legalim.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands DY5 1XF.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Cancellation

If **you** decide this policy does not meet **your** insurance needs, please return it to **your** agent within 14 days from the date of purchase. Providing that no claims have been made, **we** will refund **your** premium in full. **You** may cancel **your** policy at any time after the first 14 days by informing **your** agent, although no refund of premium will be payable.

We may at any time cancel **your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

Act of Parliament

Any reference to an Act of Parliament within the policy shall include an amending or replacing Act, and also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless **your** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, **you** should in the first instance contact Legal Insurance Management Ltd.



Write to us at:

Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF



Email us at:

claims@legalim.co.uk



Call us on:

01384 377 000

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@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 authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.
