

Motor Legal Expenses Insurance

Master Certificate Number MOTLEI/AL/10/16

The insurance is underwritten by Financial & Legal Insurance Company Limited, No 1, Lakeside, Cheadle Royal Business Park, Cheadle Manchester, SK8 3GW and are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202915. Registered in England & Wales under Company number 03034220.

You can check this by visiting the Financial Services Register on the FCA website at www.fca.org.uk.

This Motor Legal Expenses Insurance policy has been arranged by On Insurance, a trading name of On Hire Limited. On Hire Limited is authorised and regulated by the Financial Conduct Authority under authorisation number 480928. This can be checked on the Financial Services Register at www.fca.org.uk/register or by telephoning 08001116768.

In return for the payment by the **Insured** of the premium payable for this policy of insurance **We** will provide Before The Event Legal Expenses Insurance on the terms set out below.

1. Definitions

Authorised Representative (s)	A solicitor, counsel, claims handler or mediator or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent You or an Insured persons interests
Civil claim	A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made
Condition	An obligation which You must perform. If a Condition is not performed by You , We will not be under any liability to pay You anything under the terms of this policy
Defendant's costs	Legal costs and expenses the Insured or Insured person may become liable to pay to another party in making a Civil claim covered by this policy against that other party
Legal Advice	Initial advice over the telephone as to whether or not You have Reasonable prospects of success in respect of an accident.
Insured (s)	The Policyholder specified on the Certificate of Insurance for your main motor policy
Insurer	Financial and Legal Insurance Company Limited
Insured person (s)	The insured or any passenger who is in the Insured Vehicle with the Insured's permission or the personal representative or estate thereof
Insured vehicle (s)	The vehicle or vehicles identified on your Certificate of Motor Insurance as the Insured vehicle (s) or any other vehicle which We may, after receiving a written request from You , accept in substitution for that vehicle
Legal advice	Advice given by an Authorised Representative
Legal proceedings	A claim for damages or compensation pursued in a court of law within the United Kingdom of Great Britain and Northern Ireland

Maximum amount	The total amount that We will be liable to pay in aggregate for Professional Fees and Defendant's Costs for any and, if more than one, all claims made under this policy is £100,000
Period of cover	The Policy stated in in the schedule for your main motor insurance policy
Professional Fees	Legal fees and costs reasonably and properly incurred by the Authorised Representative , with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of Your claim
Reasonable prospect of success	A prospect in excess of 50% of obtaining the payment of damages or compensation from another party
Small claim (s)	A claim for damages or compensation which is, or may be, if Legal proceedings are issued, allocated to the Small claim's jurisdiction of the courts of the United Kingdom of Great Britain and Northern Ireland
Territorial Limits	Means the United Kingdom, the Channel Islands and the Isle of Man, the European Union countries including Switzerland, Norway, in respect of section 2. Cover
We, Our, Us	On Insurance a trading name of On Hire Ltd as agents for the Insurer
You, Your	The person named as the Insured in the schedule to this policy or an Insured person
Your claim	A claim by You falling within cover section 2 below

2. Cover

2.1. Accident Advice

For advice on **all motoring** accidents simply telephone **0330 303 0021** quoting: **Master Certificate Number MOTLEI/AL/10/16**.

Except as noted in section 3 **We** will pay as follows: -

2.2. Motor Uninsured Loss Recovery

Professional Fees of any **Civil claim** for damages or compensation in respect of death or bodily injury sustained by **You** in a road traffic accident and/or uninsured losses incurred, within the United Kingdom of Great Britain and Northern Ireland, where **Your** accident occurred during the **Period of cover** stated in the schedule to this policy

The **Defendant's costs** of any claim covered under cover section 2.2 above which **You** may become liable to pay

3. What is not covered on this policy

We will not pay: -

Professional Fees and/or **Defendant's costs**

- 3.1. Of a **Small claim**
- 3.2. Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance
- 3.3. Which would, if this policy were not in force, be covered by another policy of insurance

- 3.4. Incurred before **We** have received a claim form from **You**
- 3.5. In aggregate in excess of the **Maximum amount**
- 3.6. Where **Your claim** does not have a **Reasonable prospect of success**
- 3.7. Incurred after **You** or **We** have received **Legal advice** to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** or **Legal advice** not to pursue or continue to pursue **Your claim** by **Legal proceedings**
- 3.8. Incurred after **We** have told **You** that **We** consider **Your claim** should be pursued by means other than by **Legal proceedings**
- 3.9. Of any appeal made without **Our** consent in writing
- 3.10. Of any appeal incurred after **You** have received **Legal advice** that the appeal does not have a **Reasonable prospect of success**
- 3.11. Where **You** have failed to comply with a **Condition** of this policy
- 3.12. Where the **Authorised Representatives** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf or represent **You**
- 3.13. Where **You**, without a good reason, instruct the **Authorised Representatives** instructed to act on **Your** behalf to cease acting on **Your** behalf or representing **You**
- 3.14. For claims which arise from a criminal act or omission
- 3.15. For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action
- 3.16. For any insured incidents which;
 - Occurred outside the United Kingdom of Great Britain and Northern Ireland
 - Did not occur during the **Period of cover** stated in the certificate of insurance in your main motor policy
- 3.17. For any claims caused by, contributed to by or arising from:
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed
- 3.18. Any sum **You** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings
- 3.19. Prosecutions which allege dishonesty or violence
- 3.20. Claims against Ingenie Services Limited or On Hire Ltd or the **Insurer**

In relation to a claim for the loss or damage of any goods being carried in the **Insured vehicle** where a claim under this policy arises out of the use of the **Insured vehicle** for commercial purposes and the authorised representatives are unable to claim against the third party insurer

- 3.21. In relation to a claim for any personal injuries suffered by the driver of the **Insured vehicle** against the driver's employer where the employer is also the **Insured**
- 3.22. Prosecutions resulting from drink or drug related or parking offences
- 3.23. Any claim relating to a road traffic accident which happens during a race rally or competition
- 3.24. Any claim relating to an accident caused by faults in the **Insured vehicle** or faulty, incomplete or incorrect service maintenance or repair of the **Insured vehicle**

4. Conditions

You must comply with the following obligations each of which is a **Condition** of this policy

- 4.1. Ensure that the event involving the use of the **Insured vehicle/s** giving rise to a claim under this policy is covered by a policy of compulsory insurance complying with the requirements of the Road Traffic Act 1988 which is known to be on risk and indemnity has not been repudiated nor refused by the insurer issuing the policy
- 4.2. Ensure that **We** receive notification of any event which may give rise to any claim under this policy as soon as reasonably possible
- 4.3. Ensure that **We** receive a claim form for any claim under this policy not later than 60 days after the event giving rise to **Your claim**
- 4.4. Provide any information reasonably requested by **Us** or the **Authorised Representative** instructed on **Your** behalf within a reasonable time
- 4.5. Take all reasonable steps to minimise **Professional Fees** or **Defendant's costs** which **We** may be liable to pay under the terms of this policy
- 4.6. Ensure that any **Authorised Representative** instructed on **Your** behalf fulfil the **Authorised Representatives** obligations set out below
- 4.7. Ensure any claim **You** make is an honest claim and not one which is false or fraudulent
- 4.8. Ensure that **Your claim** is not prejudiced by any action or inaction on **Your** part

5. Claims Process

On Hire Ltd and Ingenie Services Limited are the Insurers agent and in the event of a claim act on behalf of the **Insurer**.

Following a motoring accident please telephone **0330 303 0021** quoting: Master Certificate Number MOTLEI/AL/10/16

In the performance of **Our** obligation to pay **You** under the terms of this policy-

- 5.1. **You** must supply **Us** with a completed claim form containing a complete and truthful report of the facts giving rise to **Your claim**, details of any potential witnesses, any documentary evidence in support of **Your claim** and details of any policy of insurance covering any person against whom **You** wish to pursue **Your claim**. **You** may obtain a claim form by telephone on 0330 303 0021
- 5.2. **We** will make a preliminary assessment of the merits of **Your** claim. If **We** decide that **Your** claim appears to have a **Reasonable prospect of success**, **We** will appoint an **Authorised Representative** to act on **Your** behalf in **Your** claim

5.3. If We

- Consider it unlikely a reasonable settlement will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit or
- Decide **Your** claim does not appear to have a Reasonable prospect of success

We will tell **You** in writing. If **You** accept **Our** advice, **Your** entitlement to payment from us under this policy for that claim is at an end and **We** will be discharged from any liability to **You** in respect of that claim

- 5.4. If **You** do not accept **Our** advice, **We** will instruct an **Authorised Representative** to advise **You** and **Us** whether **Your** claim has a Reasonable prospect of success. If the **Authorised Representative** instructed advises that there is no Reasonable prospect of success in **Your claim**, **We** will not be liable to pay **You** anything under the terms of this policy for that claim. If the **Authorised Representative** instructed advises that there is a Reasonable prospect of success, **We** will appoint the **Authorised Representative** to act on **Your** behalf in the pursuit of **Your** claim
- 5.5. When **We** appoint an **Authorised Representative** to act on **Your** behalf, **We** will tell **You** in writing. The **Authorised Representative** **We** have appointed will require **You** to enter into an agreement with them under which they will act on **Your** behalf
- 5.6. The **Authorised Representative** will take over and conduct in **Your** name any **Civil claim** for damages or compensation in respect of a valid claim covered under the terms of this policy. The **Authorised Representative** nominated and appointed will act on **Your** behalf. This does not affect **Your** legal rights at the point of or during legal proceedings.
- 5.7. If
- The **Authorised Representative** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf, or
 - **You** without a good reason instruct the **Authorised Representative** to cease acting on **Your** behalf

We will not pay **You** anything under the terms of this policy and **Our** liability under this policy for that claim shall cease forthwith

- 5.8. **We** may appoint another **Authorised Representative** to act on **Your** behalf or permit **You** to instruct another **Authorised Representative** to act on **Your** behalf if **We** consider that it is reasonable to do so
- 5.9. Where an **Authorised Representative** is appointed to act on **Your** behalf by **Us** **We** appoint them in the performance of **Our** obligations under the terms of this policy and not as an agent for **You**
- 5.10. Where an **Authorised Representative** is instructed to act on **Your** behalf **You** and **We** will require them to comply with the **Authorised Representatives** obligations set out below
- 5.11. **We** may require counsel to advise whether in all the circumstances of **Your claim**, including the commercial merits of **Your claim**, a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** should be accepted or whether **Your claim** should be pursued or continue to be pursued by **Legal proceedings**
- 5.12. If **We** reasonably consider that **Your claim** should be pursued by some means other than by **Legal proceedings** **We** will tell **You** in writing

6. Authorised Representatives Obligations

Your Authorised Representatives must

Provide You and Us with a reasoned assessment in writing of the prospects of success in Your claim and an estimate of the likely costs of pursuing Your claim as soon as reasonably practicable and in any event within 28 days of accepting instructions to act on Your behalf

- 6.1. Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your claim** or any Part 36 offer or Part 36 payment made in respect of **Your claim** together with their advice as to whether the proposal, Part 36 offer or Part 36 payment should be accepted
- 6.2. Notify **You** and **Us** immediately in writing of any change in their assessment of the prospects of success in **Your claim**
- 6.3. Provide **Us** with such information as **We** may reasonably require from time to time about the progress of **Your claim**
- 6.4. Provide **Us** with a written report at 6 monthly intervals from the date instructions to act on **Your** behalf were accepted by them as to the progress of **Your claim** and any change in the prospects of success in **Your claim** or the likely cost of pursuing **Your claim**
- 6.5. Deal with **Your claim** in such manner as **We** reasonably require from time to time
- 6.6. Obtain **Our** consent in writing before undertaking any of the following;
 - Issuing **Legal proceedings** on **Your** behalf
 - Instructing counsel, leading counsel or an expert witness on **Your** behalf
 - Making an appeal against any order of the court made in **Legal proceedings** issued on **Your** behalf
 - Withdrawing, discontinuing or settling **Your claim** in a way which may give rise to a liability on **Our** part to pay **Defendant's costs** under this policy
 - Entering into any agreement as to the amount of or liability to pay **Defendant's costs**
 - Entering into any form of alternative dispute resolution
 - Incurring any disbursement likely to exceed £500 or more (exclusive of VAT)
- 6.7. Use their best endeavours to obtain payment of **Professional Fees** or **Defendant's costs** from any other party who may be liable to pay those costs
- 6.8. Repay to **Us** any costs **We** have paid in the pursuit of **Your claim** which may be recovered from any other party
- 6.9. Notify **You and Us** immediately in writing of any proposal made in settlement of **Your claim** together with their advice as to whether the proposal should be accepted
- 6.10. Use their best endeavours to obtain payment of **Professional Fees** from any other party who may be liable to pay those costs
- 6.11. If required to do so by **Us**, procure an assessment by the court or an appropriate professional body of the amount properly payable to the **Authorised Representatives** for **Professional Fees**

7. Cancellation

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please contact Ingenie Services Limited, using the details stated in your documentation provided at the time of sale, within 14 days of issue and **We** will refund **Your** premium (except where it is free). Thereafter **You** may cancel the policy at anytime, however no refund of premium will be available.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 7 days notice to the **Insured** at their last known address. Provided the premium has been paid in full (except where it is free) the **Insured** may be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance

Unless specifically agreed by the insurer this policy is not transferable and no premium or portion of a premium paid by **You** (except where it is free) is in any circumstance refundable after the 14 day period referred to above

8. General

- 8.1. **You** will take all reasonable steps to minimise **Professional Fees** or **Defendant's costs** which **we** may be liable to pay under the terms of this policy
- 8.2. **You** will at all times co-operate with **Us** and with the **Authorised Representatives** instructed on **Your** behalf
- 8.3. Any dispute between **You** and **Us** over the handling of **Your** case by the **Authorised Representative** which **We** cannot resolve between **Us** shall be determined by an arbitration by an arbitrator appointed by **You** and by **Us** together. If agreement on the arbitrator to be appointed cannot be reached **You** or **We** can ask the Chairman of the Bar Council to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the Arbitration Acts then in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party
- 8.4. The rights and obligations of an **Insured passenger** under this policy shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999
- 8.5. This policy is governed by the English Law with exclusive jurisdiction of the Courts of England and Wales

9. Complaints Procedure

We care about the service **We** provide to **You** and **We** make every effort to maintain the highest possible standards. If **You** have any questions about the **Policy** please ask **Us**. Please have this document available so that **We** can deal with **Your** enquiry speedily.

Although **We** set ourselves high standards, if **We** do not meet **Your** expectations and **You** are dissatisfied in some way **We** would like to know. If **You** follow the guidelines below, **Your** complaint will be dealt with in the most efficient way possible.

Any complaints about this policy or related services should, in the first instance, be made to the Customer Services Manager at On Insurance or by telephoning us on 0345 543 9931. A copy of their complaint's procedure may be supplied on request.

If **You** remain dissatisfied with **Our** handling of and response to the complaint **You** may refer the matter Financial Ombudsman Service (FOS), depending on the nature of the complaint and whether it should properly be directed against **Us** or another party.

Contact details are as follows:

Financial Ombudsman Service,
Exchange Tower
London E14 9SR
Tel: 0800 0234567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have the right to refer **Your** complaint to the FOS, free of charge, but **You** must do so within six months of the date of **Our** final response letter.

If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

In Referring a complaint to the FOS is an alternative form of dispute resolution. It does not affect **Your** right to take legal action

10. Compensation Scheme

Financial and Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

11. Data Protection

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data **You** have provided, we have collected from you, or we have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives**.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information, **We** hold about **You** please contact **Us**.