



## MOTOR UNINSURED LOSS RECOVERY POLICY

**IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.**

- All potential claims must initially be reported to Our appropriate Claims Notification and Advice Helpline Services detailed below:

**Legal Claims Notification & Advice Helpline Service – 0330 303 0021**

Operates 24 hours a day, 365 days a year. This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

This is a policy where You must notify Us during the Period of Insurance and within 180 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.

If You can convince Us that there are reasonable prospects of being successful in Your claim and that it is necessary for Professional Fees to be paid We will:

- Take over the claim on Your behalf;
- Appoint a specialist of Our choice to act on Your behalf.

We may limit the Professional Fees that We pay under the policy where:

1. We consider it is unlikely a sensible settlement of Your claim will be obtained; or
2. There is insufficient prospects of obtaining recovery of any sums claimed; or
3. The potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.

Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request).

At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.

In the event that You make a claim under this policy which You subsequently discontinue due to You not wanting to proceed, any Professional Fees incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

**Please note that if You engage the services of anyone prior to making contact with the appropriate Claims Notification and Advice Helpline Service and incur any costs without Our prior written approval these costs will not be covered by this insurance.**

If upon receipt of this policy, You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

## IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the appropriate Claims Notification and Advice Helpline Service.

The Legal Claims Notification &  
Advice Helpline Service  
telephone number is  
0330 303 0021.

Operates 24 hours a day  
365 days a year.

Please note that the Legal Claims Notification & Advice Helpline service is  
not empowered to give advice on  
the admissibility of any claim under this policy.

If You wish to make a claim or  
You have a query relating to policy cover  
You should contact:

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

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 180 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

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

### **Authorised Professional**

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

### **Claim Limit**

The maximum amount We will pay in respect of any one claim and payable within any one Period of Insurance is £100,000.

### **Court**

A Court, tribunal or other competent authority.

### **Event**

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

### **Ingenie Services**

The insurance intermediary, Ingenie Services, who arranged Your insurance on Your behalf.

### **Insured Person**

The Policyholder and any other person authorised by You to drive or to be a passenger in or on the Insured Vehicle.

### **Insured Vehicle**

A vehicle that You own or for which You are legally responsible including any caravan or trailer whilst being legally towed.

### **Insurer**

This insurance is arranged by URIS Group Ltd, administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

### **Legal Proceedings**

When formal Legal Proceedings are issued against an opponent in a Court of Law.

### **Motor Insurance Policy**

The document which shows details of You and this insurance and is attached to and forms part of this policy.

**Period of Insurance**

The Period of Insurance shown in Your Motor Insurance Policy.

**Policyholder, You, Your**

The person or company who has paid the premium and is the policyholder or named in Your Motor Insurance Policy.

**Professional Fees**

Legal fees and costs properly incurred by the Authorised Professional, 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 a civil claim within the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

**Standard Professional Fees**

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

**Territorial Limits**

In respect of Personal Injury and Uninsured Loss Recovery - The European Union, United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

All other covers - The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

**Time of Occurrence**

Civil Cases - when the Event occurred or commenced whichever is the earlier.

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

**We, Us, Our**

Legal Insurance Management Ltd on behalf of Royal & Sun Alliance Insurance plc.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

<b>COVER</b>
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In return for the payment of Your premium We will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by Us and during the Period of Insurance.

We will pay Your claim in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Claim Limit subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 180 days of the Time of Occurrence of the Event.

<b>INSURED EVENT</b>
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<b>Section 1 - Personal Injury</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
Pursuing a civil claim following a road accident involving the Insured Vehicle and resulting in the death of or bodily injury to an Insured Person.	Excluding: 1. any injury or illness not caused by a sudden or specific accident; 2. any claim arising from a stress or psychological related condition.

<b>Section 2 - Uninsured Loss Recovery</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
A road accident involving the Insured Vehicle and resulting in uninsured losses being incurred by an Insured Person.	

### Section 3 – Motor Prosecution Defence

What is Covered?	What is Excluded?
Defending a prosecution brought against You as a result of a driving offence where Your driving licence is at risk of being revoked or suspended.	

### Section 4 - Motor Consumer Dispute

What is Covered?	What is Excluded?
<ol style="list-style-type: none"><li>1. the pursuit or defence of any claim arising out of the sale, purchase, hire purchase or lease of the Insured Vehicle;</li><li>2. the pursuit or defence of any claim relating to the testing, servicing or repair of the Insured Vehicle where the amount is in dispute;</li><li>3. the pursuit or defence of any claim relating to testing, servicing or repair of the Insured Vehicle excluding claims less than £100 or in excess of £5,000.</li></ol>	

### GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. Professional Fees incurred:
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
  - b) where the Insured Person is 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 the Authorised Professional, 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 respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice;
2. the pursuit continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
4. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable prospects of success;
5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator;
7. claims arising from an Event arising from Your deliberate act, omission or misrepresentation;
8. claims arising from:
  - a) seepage, pollution or contamination of any kind;
  - b) pressure waves caused by aircraft or other aerial devices;
9. Legal Proceedings outside the Territorial Limits and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
10. a dispute which relates to any compensation or amount payable under a contract of insurance;
11. a dispute with Us not dealt with under the Arbitration condition;
12. an application for judicial review;
13. any Professional Fees incurred in defending or pursuing new areas of law or test cases;

14. any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme where this applies;
15. any Professional Fees relating to Your alleged dishonesty, deliberate and wilful criminal acts or omissions or where there is an allegation that the Insured Person was in control of the vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise);
16. any claim where Your motor insurer is entitled to repudiate Your motor policy or refuses settlement of Your claim;
17. any claim where an Insured Person (not being the Policyholder) is driving under a 'driving other cars' extension to their motor insurance policy;
18. claims arising out of the use of an Insured Vehicle by an Insured Person for racing, rallies, trials off-roading or competitions of any kind;
19. travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an Insured Person's claim;
20. any claim if an Insured Person has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the Event;
21. claims made by an Insured Person against any authorised passenger in the Insured Vehicle;
22. claims for passengers where there is a conflict of interest between You or the authorised driver and any other passenger(s);
23. the costs of a hire car that We have not, in advance, agreed to pay for in writing;
24. any Legal Proceedings brought outside of the United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man;
25. 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;
26. 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;
27. any loss or damage caused by any sort of war, invasion or revolution;
28. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
29. 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. For the purpose of this exclusion, "terrorism" means 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.

## POLICY CONDITIONS

### Consumer Insurance Act

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

- a) supply accurate and complete answers to all the questions We or Ingenie Services may ask as part of Your application for cover under the policy
- b) to make sure that all information supplied as part of Your application for cover is true and correct
- c) tell Us or Ingenie Services of any changes to the answers You have given as soon as possible.

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

### Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

### Claims

You must tell Us in writing within 180 days about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

We will give such consent if You can satisfy Us that there are reasonable prospects of success in pursuing or defending Your claim and that it is sensible for Professional Fees to be paid.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:

1. Your prospects of success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim:

1. If We consider it is unlikely a sensible settlement will be obtained; or

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2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. Where 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 option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

Legal Insurance Management Ltd is an agent of Royal & Sun Alliance Insurance plc and in the matters of a claim act on behalf of Royal & Sun Alliance Insurance plc.

### **Representation**

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

### **Conduct of Claim**

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional 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. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. 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 or agent or other person without Our agreement.

### **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.

### **Arbitration**

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

### **Fraud**

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

- fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy;
- fails to reveal or hides a fact likely to influence the cover We provide;
- makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
- sends Us or anyone acting on Our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage You caused deliberately or with Your knowledge.

If your claim is in any way dishonest or exaggerated, We will not pay any benefit under this policy or return any premium to You and We may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.

## Privacy Policy

### 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](mailto: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](mailto: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.

### Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

### 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.

### Cancellation

If You decide that for any reason, this Policy does not meet Your insurance needs then You must contact Ingenie Services by:

- Email at [service@ingenie-insurance.co.uk](mailto:service@ingenie-insurance.co.uk)
- Telephone on 0330 6780 652;
- Writing to Ingenie Services at – Europa House, Midland Way, Thornbury, BS35 2JX.

If You cancel within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. You will be entitled to a full refund of the premium as long as you have not made a claim and do not intend to make a claim on the policy.

Thereafter You may cancel the insurance cover at any time by informing Ingenie Services however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. Valid reasons may include but are not limited to:

- a) Where We reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions We ask.

Where Our investigations provide evidence of fraud or a serious non-disclosure, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Us with incomplete or inaccurate information, which may result in Your policy being cancelled from the date You originally took it out.

### Acts of Parliament

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

### Claims Notification and Advice Helpline Service

The Legal Claims Notification and Advice Helpline Service provides advice on any legal problem affecting the Policyholder. All potential claims must be reported initially to the appropriate Claims Notification and Advice Helpline Service for advice and support.

**Legal Claims Notification & Advice Helpline Service Number: 0330 303 0021.**

We will not accept responsibility if the Helpline Services fail for reasons beyond Our control.

### Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's 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

If You have a question or concern about, or wish to make a complaint about, how Your policy was sold to You (including the information You were given before You bought the policy), or about the general service You received, please in the first instance contact Ingenie Services by:

- Email at [service@ingenie-insurance.co.uk](mailto:service@ingenie-insurance.co.uk);
- Telephone on 0330 6780 652;
- Writing to Ingenie Services at: Europa House, Midland Way, Thornbury, BS35 2JX.

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](mailto: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](mailto: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.