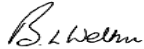


## Motor Legal Protection Policy Wording

The benefits under this Policy are underwritten by Financial & Legal Insurance Company Limited and apply during the Period of Insurance subject always to the terms, conditions and exclusions contained in this Policy and following payment of the Premium. Unless We specifically agree in writing, this Insurance is not transferable.

We will provide You with the security of this Policy in return for payment of the Premium. The Certificate and this Policy should be read carefully and should be kept in a safe place.

**Signed**



**for and on behalf of BCR Legal Assist Limited**

### 1. DEFINITIONS AND INTERPRETATIONS

Wherever the following words and phrases (shown here in **BOLD**) appear in this Policy they will always have these meanings:

**The Motor Insurance Policy:** The motor insurance policy issued to the person who has taken out this Policy.

**We, Our or Us:** Financial & Legal Insurance Company Limited or its agents appointed to handle legal expenses claims under this Policy.

**You, Your, Policyholder or Insured Person:** The Policyholder or driver who is in or on the Insured Vehicle with Your permission or the personal representative or estate thereof.

**Insured Vehicle:** The vehicle covered under The Motor Insurance Policy, details of which appear on the Certificate of the Main Motor Insurance Policy.

**Territorial Limits:** United Kingdom and Ireland.

**Period Of Insurance:** This Policy expires on the same day as The Insured's Motor Insurance Policy.

**Premium:** The consideration paid by or on behalf of the Policyholder.

**Insured Incident:** A Road Traffic Accident involving the Insured Vehicle within the Geographical Limits during the Period of Insurance, which We consider was caused at least partially through the negligence of a responsible traceable Third Party.

**Road Traffic Accident:** A collision between two or more motor vehicles on a road within the meaning of the Road Traffic Act Section 192 for England or Wales, or the equivalent in Scotland or Ireland.

**Limit of Indemnity:** £100,000 (inclusive of Value Added Tax) in total for all Insured Persons in connection with any one event giving rise to a claim.

**Third Party:** The party driving or otherwise in control of or responsible for, the other or one of the other motor vehicles involved in a Road Traffic Accident.

**Your Solicitor:** The solicitor and/or claims handler instructed by You or on Your behalf to pursue Your claim against a Third Party.

### 2. LEGAL EXPENSES

#### 2.1 What is covered?

The legal expenses reasonably incurred by Your Solicitor in relation to pursuit of a civil claim for damages (including the institution of legal proceedings) in connection with:

- i) claims for compensation arising out of damage to the Insured Vehicle caused by an Insured Incident, whilst the Insured Vehicle is being driven by, or in the custody or control of, You or a named driver under The Motor Insurance Policy, and which is not recoverable under any more specific contract of insurance covering the Insured Vehicle;
- ii) claims arising from Your personal injury or death as a direct result of an Insured Incident, which has occurred within the Territorial Limits.

During these proceedings We will pay the reasonable legal fees, expenses and costs, to the extent that they are unrecovered from the Third Party (after using all reasonable efforts), up to the Limit of Indemnity. We will pay these if the proceedings are unsuccessful, including any Third Party costs You are ordered to pay, up to the Limit of Indemnity.

## Motor Legal Protection Policy Wording

### 2.2 What is not covered?

Legal costs and expenses: -

a) if We consider:

- it is unlikely a reasonable settlement will be obtained;

- that an offer received from a Third Party is a reasonable settlement of Your claim, whereupon We shall notify Your Solicitor to that effect, and We shall be under no further obligation to indemnify the issue or continuation of legal proceedings under this Policy other than the implementing, if accepted, of the terms of the offer.

b) Incurred without Our prior written consent.

c) In respect of a claim made to Us arising from an Incident which has occurred prior to the commencement of the Period of Insurance.

d) In respect of an incident communicated to Us more than 28 days after occurrence of the Incident from which the claim arises.

e) In respect of a claim made or considered against Us or another Insured Person.

f) If You withdraw instructions from Your Solicitor or withdraw from the legal proceedings without Our prior written agreement.

g) If You unreasonably instruct Your Solicitor to discontinue the legal proceedings or fail to cooperate with Us and/or Your Solicitor or Your Solicitor refuses for good reason to continue to act for You.

h) If You fail to give all reasonable assistance to Us or Your Solicitor in the conduct of the proceedings or if You do not act in the accordance with the advice given by Us or Your Solicitor

i) Where You are responsible for anything which in Our reasonable opinion prejudices Your case.

j) or other penalties which a Court of Criminal Jurisdiction orders to be paid as a result of the defence of any claim without our prior authorisation.

k) Incurred without Our permission, in pursuing an application for a judicial review or appeal.

l) Incurred without Our permission in pursuit of any claim for diminution of value of the Insured Vehicle arising out of the Insured Incident.

m) In the form of disbursements incurred by You or on Your behalf for suppliers of services obtained except for those arranged by either the cover holder or the scheme administrator.

n) In respect of a consulting engineer's report relating to damage to the Insured Vehicle arising out of the Insured Incident.

o) Where Your motor insurers are entitled to repudiate the Motor Insurance Policy or refuse indemnity for any reason.

p) Where at the time of the Insured Incident You did not hold a current driving licence or were disqualified from driving.

q) Where the Insured Vehicle was not roadworthy or was otherwise being driven unlawfully.

r) Where the Insured Vehicle was being used for racing, rallies, competition or trials of any kind.

s) Where the Third Party and their motor insurer remain untraced for 90 days following the accident..

t) In respect of claims to the Criminal Injuries Compensation Authority or in respect of a claim arising from a criminal act committed by You.

u) Where the claim falls within the Small Claims Track limit of the County Courts of England and Wales or such other equivalent as may be substituted or as is appropriate for the Court having jurisdiction for the claim.

v) Where We are satisfied that You have provided false and/or misleading and/or fraudulent information to Us or to Your Solicitor.

### In addition, We will not cover

a) Your travelling expenses, subsistence allowances or compensation for absence from work.

b) Loss, damage, injury or consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.

## **Motor Legal Protection Policy Wording**

### **3. SPECIFIC CONDITIONS**

- 3.1 You must inform Us in writing as soon as reasonably possible about any incident which could result in or affect a claim being made under the Policy.
- 3.2 You must: -
- give proper instructions to Us, and provide Us with information at Your expense.
  - not do anything which in Our opinion may prejudice Your case.
- 3.3 We must be advised of any other legal expenses insurance which could cover an action for which We provide indemnity and in such event We will only pay a proportion of the legal costs and expenses.
- 3.4 We shall have complete control over the legal proceedings and shall choose a solicitor to act on Your behalf. You must accept Our choice up to the time when legal proceedings are to be initiated.
- 3.5 Unless You are acting with Our prior written authorisation We will not be bound by any promise or undertaking given by You to Your Solicitor.
- 3.6 You must authorise and instruct the solicitor to make payment to us out of any sums recovered in respect of payments for which we have incurred liability under this policy

### **4. DISBURSMENT**

Your Solicitor shall obtain approval under this scheme, except for disbursements incurred by the scheme administrator or the cover holder in connection with the pursuit of Your claim.

### **5. GENERAL CONDITIONS**

#### **5.1 Observance**

The due observance and fulfilment of the terms and conditions of this Policy in so far as they relate to anything to be done or complied with by You shall be a condition precedent to Our liability to make any payment under this Policy.

#### **5.2 Subrogation**

We may at Our own expense take proceedings in Your name to recover compensation or secure an indemnity from any Third Party in respect of any payment made or liability incurred by us under this Policy and any amount so recovered or secured shall belong to Us.

#### **5.3 Disputes**

If any dispute arises as to Policy interpretation, We offer You the option of resolving this by using the Arbitration procedure We have set out below in the Complaints Procedure. Using this Service will not affect Your legal rights.

#### **5.4 Misrepresentation**

If any fraud, misrepresentation or concealment is involved in Your obtaining this Policy or benefits under this Policy, the Policy shall be void, the premium whether paid or not shall be forfeited and We may recover from You any amounts We have already paid or incurred.

#### **5.5 Cancellation**

We may cancel this insurance at any time by giving You no less than 14 days' written notice.

#### **5.6 Notice**

Every notice to be given under this Policy must be given in writing. Notice to Us must be to Our address as set out in this Policy and to You at Your last known address.

#### **5.7 Jurisdiction**

This Policy is subject to the Laws of England and Wales.

### **6. COMPLAINTS PROCEDURE**

Any complaint regarding Your policy or the service You receive should be directed in writing to:

The Claims Manager, Motor Claims Network Limited, C/O Evans Weir The Victoria, 25 St Pancras, Chichester, PO19 7LT. If You remain dissatisfied, You can write to the coverholder, BCR Legal Assist Limited, Sovereign House, 1 Albert Place, Finchley, London N3 1QB or [claims@bcr.co.uk](mailto:claims@bcr.co.uk).

If You remain dissatisfied, You can ask for your case to be referred to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. This referral services is additional to Your contractual rights under this policy.

## **Motor Legal Protection Policy Wording**

### **7. ARE WE COVERED BY THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)?**

Financial & Legal Insurance Company Limited and BCR Legal Assist Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the FCSC.

### **8. MAKING A CLAIM**

In the event of a claim please call 01243 545 021. When calling please ensure that you have as many details available as possible, including (if applicable) the third party's name, address, vehicle registration number and insurance details. You should also ensure that you have your own insurance details available. If after receiving a claim We decide that a reasonable settlement is unlikely to be obtained or Your interests are better served by another course of action, then We will advise You of Our reasons. We will not be bound to pay any Legal Costs and Expenses until the claim has been accepted by Us in writing.

### **9. DATA PROTECTION ACT 1998 NOTICE**

We collect and maintain personal information in order to underwrite and administer the Policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this Policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by All Broker Services Ltd, A1 Chaucer Business Park, Ditton Road, Polegate, East Sussex, BN26 6JF.

Enquiries in relation to data held by BCR Legal Assist Limited should be directed to Data Protection, BCR Legal Assist Limited, 25 Dollis Park, London N3 1HJ.

Enquiries in relation to data held by by Financial & Legal Insurance Company Limited should be directed to Data Protection, Financial & Legal Insurance Company Limited, 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.