**MOTOR EXCESS PROTECTION, GUARANTEED VEHICLE HIRE INSURANCE & MOTOR LEGAL EXPENSES**

**SECTION 1 – MOTOR EXCESS PROTECTION & GUARANTEED VEHICLE HIRE**

**INTRODUCTION**

Thank **you** for choosing Motor Excess Protection and Guaranteed Vehicle Hire Insurance.

It's important that **you** read this wording and **your** **policy schedule** to make sure that everything **you've** told **us** is correct. Please read this policy carefully so that **you** understand the cover **we** are giving **you**. **You** must follow the terms and conditions set out in this policy wording. Please make sure that **you** keep this policy wording and **your** **policy schedule** in a safe place in case **you** need to look at them later.

This insurance is arranged by Strategic Insurance Services Limited and is underwritten by Collinson Insurance. Collinson Insurance (a trading name of Astrenska Insurance Limited) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the United Kingdom, under Firm Reference Number 202846. Registered in England number 01708613.

Strategic Insurance Services Limited (FCA number 307133) are authorised and regulated by the Financial Conduct Authority. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk.

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.**

**CONSUMER INSURANCE ACT**

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

1. Supply accurate and complete answers to all the questions **we** or the selling broker may ask as part of **your** application for cover under the policy.
2. To make sure that all information supplied as part of **your** application for cover is true and correct.
3. Tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

**COOLING OFF PERIOD**

**You** have the right to cancel this policy within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **you** any premium **you** have paid to **us**. **You** can cancel this policy after 14 days, but **we** will not give **you** back any premium.

To cancel this policy please contact the broker who sold it to **you.**

**JURISDICTION AND LAW**

This insurance will be governed by the laws of England, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

**DEFINITIONS**

Where **we** explain what a word means, that word will be highlighted in **bold** print and will have the same meaning wherever it is used in this policy.

|  |  |
| --- | --- |
| **Annual Claim Limit** | The most **we** will pay in the **period of insurance** as shown in **your** **policy schedule**. |
| **Business Use Class 3** | **You** and any **named driver(s)** using the **motor vehicle** for business or to deliver pre-purchased goods. This also includes anyone who uses the **motor vehicle** to travel from customer to customer on commercial business. |
| **Commercial Use** | **You** and any **named driver(s)** using the **motor vehicle** as a taxi, minicab, limousine or driving school or being used for **commercial use** by sales representatives who have use and responsibility for their own company vehicle. |
| **Excess** | The amount **you** must pay under the terms of **your** **motor insurance policy.** |
| **Hire Company(s)** | The company that **we** instruct to give **you** the **hire vehicle.** |
| **Hire Period** | The number of days, as shown in **your** **policy** **schedule**, that **we** will pay for the **hire vehicle.** |
| **Hire Vehicle(s)** | The category of vehicle shown in **your policy** **schedule.** |
| **Imminent Claim** | An **incident** that could give rise to a claim under this policy that **you** are or were aware of before the start date of this policy that was to be or had just been reported under **your** **motor insurance policy**. |
| **Incident** | A claim under **your** **motor insurance policy** during the **period of insurance**. |
| **Insured Vehicle** | The motor vehicle detailed in **your** **policy schedule**. |
| **Limit of Cover** | A maximum of two claims for a **hire vehicle** for the **hire** **period** detailed in **your** **policy schedule**. For example, if **your** **hire period** is 14 days, **you** are allowed two claims up to a total of 14 days combined during the **period of insurance.** |
| **Motor Insurance Policy** | The insurance policy issued by a **motor insurer** that covers **your** **motor** **vehicle** forsocial, domestic, pleasure, commuting, **commercial use**, or business use up to **business use class 3**. |
| **Motor Insurer** | An authorised UK motor insurer. |
| **Motor Vehicle** | Means one of the following as detailed on **your** **policy schedule**:1. PRIVATE CAR (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers.
2. BUSINESS CAR (not being an invalid carriage) constructed for the carriage of passengers and their effects and is adapted to carry no more than seven passengers that is used for personal and/or commercial business.
3. MOTORCYCLE which is constructed with two wheels and powered by an engine.
4. COMMERCIAL VEHICLE not exceeding 44 metric tonnes being used for transporting goods and/or people.

of which you are the owner or which you are authorised to drive. |
| **Named Driver(s)** | The people allowed to drive **your motor vehicle** under the terms of **your** **motor insurance policy.** |
| **Period of Insurance** | The period stated in **your** **policy schedule** that this policy is in force for. |
| **Policy Schedule** | The separate document **we** send **you** that includes details about **you** and what **you** are covered for. |
| **Territorial Limits** | England, Scotland, Wales and Northern Ireland. |
| **Third Party** | The other person(s) and/or party(s) responsible for the incident giving rise to a claim on this policy. |
| **Undriveable** | The **insured vehicle** is not roadworthy (excluding glass damage) and is off the road being repaired as a result of a road traffic collision, fire, malicious damage or theft/attempted theft of the vehicle. |
| **Waived or Reimbursed** | Where a third party has already paid the **excess** shown in **your** **motor insurance policy**. |
| **We/Us/Our/Insurer** | Collinson Insurance. |
| **You/Your/Insured Person** | The person named in the **policy schedule** and the **motor insurance policy.** |
| **Your Claim** | A claim by **you** against **your** existing motor insurance policy. |

**SECTION 1 – MOTOR EXCESS PROTECTION**

**WHAT IS COVERED**

1. This policy covers the **excess** amount that **you** have to pay for any successful claims made for damage, destruction, or loss of **your** **motor** **vehicle** under **your** **motor** **insurance** **policy**. The claims can be for accidents, fire, theft, or vandalism. If the accident was **your** fault, the claim will be settled when the claim handler receives the settlement letter from **your** **motor** **insurer,** proof of **your** **excess** payment and a copy of **your** **motor insurance** **policy** **schedule**. If **you** are partially or not at fault and **your** **excess** amount is not recovered from the other party within six months of the incident date, **we** will reimburse the **excess** payment **you** made, up to the **annual claim limit** stated in **your policy schedule**.
2. This policy only comes into effect when the **excess** amount of **your** **motor** **insurance** **policy** has been exceeded and a successful claim payment has been made.
3. The most **we** will pay under this policy is the **annual claim limit** stated in **your** **policy** **schedule**. Once this limit is reached, the policy is automatically cancelled, and **you** will be responsible for paying all future **excess** amounts as shown in **your** **motor insurance policy**.

**WHAT IS NOT COVERED (EXCLUSIONS)**

1. Drivers 21 years of age or under.
2. Any claim that the **motor insurance policy** does not accept or where the **excess** is not exceeded.
3. Any claim that is refused under **your motor insurance policy**.
4. Any claim unless relating to **your motor vehicle** as detailed in **your policy schedule**.
5. Any claim where the **motor vehicle** is being used:
6. For **commercial use**, **business use class 3** or hire and reward unless **your motor vehicle** has been declared as a Business Car, Commercial Vehicle or Taxi.
7. In any competition, trial, performance test, race or trial of speed, including off-road events, whether between **motor vehicles** or otherwise, and irrespective of whether this takes place on any circuit or track, formed or otherwise, and regardless of any statutory authorisation of any such event.
8. For any purpose in connection with the motor trade.
9. Any claim under **your** **motor insurance policy** which happened before the **period of insurance** that **you** were aware was an **imminent claim**.
10. Any claim notified to **us** more than 31 days following the successful settlement of **your** claim under the **motor insurance policy**.
11. Any contribution or deduction from the settlement of **your** claim against the **motor insurance policy** other than the stated policy **excess** for which **you** have been made liable.
12. Any claim that has been **waived or reimbursed**.
13. Any liability that **you** accept by agreement or contract unless **you** would have been liable anyway.
14. Any claim arising from glass repair or replacement.
15. Any claim arising from breakdown or mis-fuel.
16. Any claim resulting from war and/or terrorism.
17. Any claim resulting from:
* Ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel.
* Radioactive, toxic, explosive, or other dangerous properties of any nuclear machinery or any part of it.

**CONDITIONS APPLICABLE**

1. **Your** **Motor Excess Protection** insurance policy will remain in effect for the **period of insurance** or until the **annual claim limit** is exhausted; whichever comes first.
2. **Your** **motor insurance policy** must be maintained, current and valid.
3. The **insured** **person** stated on the **policy** **schedule** must match the **insured** **person** on the **motor** **insurance** **policy**.
4. Right of Recovery - **we** can take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under this policy.
5. Other Insurance – If **you** were covered by any other insurance for the **excess** payable following the **Incident**, which resulted in a valid claim under this policy, **we** will only pay **our** proportionate share of the claim.
6. **You** and any **named** **drivers** must take reasonable steps to safeguard against loss or additional exposure to loss.
7. **We** will only give **you** the cover that is described in this policy if **you** have complied with the terms and conditions under **your** **motor** **insurance** **policy** and all the terms and conditions of this insurance policy, as far as they apply.
8. All **named** **drivers** must have a current and valid UK driving license or hold a full internationally recognised license.
9. This insurance is only valid if **you** are a permanent resident of the United Kingdom (England, Scotland, Wales and Northern Ireland), Channel Islands or the Isle of Man.
10. **We** have the right to approach any third party in relation to **your** claim.
11. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

**HOW TO MAKE A CLAIM**

**Your** **Motor Excess** **Protection** claim will be handled on the **insurer’s** behalf by Davies Group Limited.

When **you** become aware of a possible claim under this policy, **you** need to report it to **us** right away. **You** must report it within 31 days of the successful settlement of **your** claim under the **motor insurance policy**.

To make a **Motor Excess** **Protection** claim, go to:

**https://excessprotectionclaims.davies-group.com**.

It's the fastest and easiest way to submit **your** claim. If **you** don't have internet access, call **us** on 0344 856 2359 to inform **us** about **your** claim.

**SECTION 2 – GUARANTEED VEHICLE HIRE**

**WHAT IS COVERED**

1. If the **insured vehicle** gets badly damaged and becomes **undriveable** because of an accident, fire, someone intentionally damaging it, theft, or an attempted theft (but not if it's just the glass that's damaged), and this happens within the **territorial limits**, **we** will arrange a **hire vehicle** for **you** to use while **your** **insured** **vehicle** is being fixed. **You** can use the **hire vehicle** until either **your** **insured** **vehicle** is fixed or until three days after **you** have received payment for **your claim** up to the **limit of cover**, whichever happens first. This **hire vehicle** can only be used within the **territorial limits**.
2. The **hire vehicles** **we** provide are in good condition, less than three years old, and they will be at least equal to the category of **hire vehicle** specified in **your** **policy schedule**.
3. If, for reasons that **we** can't control, **we** can't find a **hire vehicle** for **you**, **we** may choose to pay **you** back for the cost of transportation up to £30.00 per day, for the number of days **your** vehicle is not available, up to the **hire period** as stated in **your** **policy schedule**.
4. If **your insured vehicle** has been specially modified to accommodate a driver or passenger with disabilities and **we** can't find another suitable vehicle for **you**, **we** will reimburse **you** up to £30.00 per day for transportation costs during the period when **your** **insured vehicle** is not available, up to the **hire period** as stated in **your** **policy schedule**.

**WHAT IS NOT COVERED (EXCLUSIONS)**

1. Drivers 21 years of age or under.
2. Any **insured vehicle** used for hire or reward, including courier work and driving instruction/tuition, unless stated in **your policy schedule**.
3. Any vehicle used for driver instruction where the tutor is not a fully qualified Instructor and/or not on ‘The Register of Approved Driving Instructors’ or ‘Department of the Environment Approved Driving Instructor’ in Northern Ireland.
4. Any vehicle used for driver instruction without dual controls.
5. Any charges imposed by the **hire company** for additional drivers.
6. Use of the **hire vehicle** outside the **territorial limits.**
7. Excess charges imposed by the **hire company** after an accident, fire, or theft involving the **hire** **vehicle**.
8. Any costs related to fuel, fares, fines, and administration fees imposed by the **hire** **company** while **you** have the **hire vehicle**.
9. Any claim which has not been reported to **us** within 14 days of the incident.
10. Any claimif a **hire vehicle** is already available under another insurance or other means.
11. Any **hire vehicle** charges incurred after the **hire** **period.**
12. **Hire vehicle** charges more than three days after you have received payment for **your claim** under **your** motor insurance policy.
13. Claimsfor an incident, accident or theft when the event happened before the startof the **period of insurance** or after the **period of insurance** has ended.
14. Any claim where the damage to the **insured vehicle** was caused during the theft or attempted theft of its contents.
15. Claims related to mechanical or electrical breakdown/failure or misfuelling.
16. Fires caused by modifications not approved by the **insured** **vehicle** manufacturer, or not fitted by an appropriately qualified mechanic/technician, and/or not disclosed to the main motor insurer.
17. Claims relating to an **insured vehicle** being **undriveable** due to damage relating to more than one single incident.

**CONDITIONS APPLICABLE**

1. Make sure **your** **insured vehicle** is serviced according to the manufacturer's instructions and have valid motor insurance from an authorised insurer regulated by the Financial Conduct Authority or the Prudential Regulation Authority.
2. Report any incidents that may result in a claim on this policy to **your** motor insurers and actively work on getting **your** claim settled or **insured vehicle** repaired.
3. Submit a claim form to **us** within 14 days after the event that caused the claim.
4. Provide any requested information to **us** in a reasonable timeframe.
5. Follow the terms and conditions of the **hire** **company**.
6. Any damage caused to the **hire** **vehicle** and associated costs will be **your** responsibility.
7. Make sure **you** have adequate motor insurance in place for **your** use of the **hire** **vehicle**. This may be provided by the **hire** **company** if **your** driving history is acceptable to them.
8. Take reasonable steps to reduce the cost(s) of the claim.
9. Take necessary action to recover any costs, charges, or fees that **we** have paid or are liable to pay and return those amounts to **us**.
10. Pay **us** any costs, charges, or fees that are directly recovered from the **third party**, up to the costs incurred during the **hire period**.
11. After the **hire** **vehicle** is returned, **we** can take over and, if necessary, handle legal proceedings in **your** name to recover the hire costs from the **third party**.
12. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

**HOW TO MAKE A CLAIM**

**Your** **Guaranteed Vehicle Hire** claim will be handled on the **insurer’s** behalf by Davies Group Limited.

When **you** become aware of a possible claim under this policy, **you** need to report it to **us** right away. **You** must report it within 14 days of the incident.

To make a **Guaranteed Vehicle Hire** claim, go to:

**https://vehiclehireclaims.davies-group.com**

It's the fastest and easiest way to submit **your** claim. If **you** don't have internet access, call **us** on 0344 856 2359 to inform **us** about **your** claim.

The **hire company** will then contact **you** directly to help **you** get a **hire vehicle** as soon as possible.

**You** will receive a copy of the terms and conditions from the **hire** **company**. It's important that **you** follow their terms and conditions completely, as it's a requirement of this policy.

If the **hire** **company** offers any additional options like Excess Protection or Collision Damage Waiver, **you** will be responsible for paying for those upgrades and any administration fees.

**TERMS APPLICABLE TO SECTION 1 AND SECTION 2**

**CANCELLATION BY US**

**We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance policy 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:

1. Where **we** reasonably suspect fraud.
2. Non-payment of premium.
3. Threatening and abusive behaviour.
4. Non-compliance with policy terms and conditions.
5. **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.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

**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.
* 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.

**COMPLAINTS PROCEDURE**

**We** always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact the broker who sold **you** the policy.
2. If **your** complaint is about a claim **you** made, contact Davies Group:
* Email: customer.care@davies-group.com
* Tel: 0344 856 2015

**We** will respond to **your** complaint within four weeks of receiving it. **Our** response will be **our** final decision based on the information provided. If there's a delay in **our** investigations, **we'll** explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service

Exchange Tower, 1 Harbour Exchange Square, London, E14 9SR

Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

**COMPENSATION SCHEME**

The Financial Services Compensation Scheme covers this policy. **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 741 4100.

**DATA PROTECTION**

**How We Use the Information About You**

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

* Meet **our** contractual obligations to **you.**
* Issue **you** this insurance policy.
* Deal with any claims or requests for assistance that **you** may have.
* Service **your** policy (including claims and policy administration, payments, and other transactions).
* Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
* Protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

**We** will not share your information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting https://cifas.org.uk/fpn and https://insurancefraudbureau.org/privacy-policy.

**Processing your data**

**Your** data will generally be processed on the basis that it is:

* Necessary for the performance of the contract that **you** have with **us**.
* Is in the public or **your** vital interest: or.
* For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

**How we store and protect your information**

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union. **We** will need to keep and process **your** personal information during the period of insurance and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

**We** also have security measures in place in **our** offices to protect the information that **you** have given **us**.

**How you can access your information and correct anything which is wrong.**

**You** have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give **you** this information if **your** request is clearly unjustified or excessive.

**We** want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact **our** Complaints manager using the details above. **You** can also complain directly to the Information Commissioner’s Office (ICO). Further information can be found at <https://ico.org.uk>.

**SECTION 2 – MOTOR LEGAL EXPENSES**

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.

I**nsured 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.

ii). where Your personal injury claim comprises of damages for whiplash injuries below £5,000 only cover includes assistance and/or submission of Your claim through the whiplash portal.

**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 co-operate 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, with the exception of whiplash claims valued below £5,000 that settle within the whiplash portal.

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.

**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. DISBURSMENTS**

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 than14 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.

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.

**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 Drayton Insurance Services, Manor Farm Barn, School Road, Drayton, Norwich, NR8 6EF.

Enquiries in relation to data held by Motor Claims Network Limited, C/O Evans Weir The Victoria, 25 St Pancras, Chichester, PO19 7LT.

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.