

# Kindertons Motor Legal Expenses Insurance

Master Certificate Number LES/1007/1012

## **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 Helpline and Notification Services detailed below:-

### **Legal Claims Notification & Advice Helpline Service – 0343 509 4900**

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 sensible prospects of being successful in Your claim and that it is reasonable 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 reasonable 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 Your own disinclination 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 Claims 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 Claims Helpline Service.

**The Legal Claims Notification &  
Advice Helpline Service  
telephone number is  
0343 509 4900**

**Operates 24 hours a day  
365 days a year.**

**Please note that the Claims Notification & Legal 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:**

**Kindertons Accident Management  
Marshfield Bank  
Crewe  
Cheshire  
CW2 8UY**

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.

## POLICY DEFINITIONS

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

### **Agent**

The Agent appointed by the Coverholder to transact this insurance with You.

### **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.

### **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 indemnity against Us.

### **Excess**

The first amount of each and every claim as detailed on the Schedule or Insured Event.

### **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 Kindertons Holdings Limited with UK General Insurance Ltd on behalf of Ageas Insurance Ltd, Registered in England No. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. 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.

### **Legal Proceedings**

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

**Limit of Indemnity**

The sums specified in the Schedule being the maximum We will pay including Insured Events related by time or cause.

**Period of Insurance**

The Period of Insurance shown in the Schedule.

**Policyholder, You, Your**

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

**Professional Fees**

Legal fees and costs reasonably and 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.

Professional Fees shall not include any shortfall in costs between those allowable by the Courts or stipulated by legislation and those incurred by the Authorised Professional or any legal fees, costs, disbursements or expenses which only become payable as a consequence of you entering into a Damages based Agreement or Conditional Fee Agreement.

**Schedule**

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

**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**

England, Scotland, Wales

**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**

The Insurer and/or Legal Insurance Management Limited, the Coverholder or the Authorised Professional.

Legal Insurance Management is authorised and regulated by the Financial Conduct Authority under registration number 552983. [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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You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy Excess if applicable, We will indemnify You in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Limit of Indemnity 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>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>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.	

## Motoring Criminal Prosecution

What is Covered?	What is Excluded?
Defending a criminal prosecution brought against You as a result of a driving offence where Your driving licence is at risk of being revoked or suspended.	Excluding:- <ol style="list-style-type: none"><li>1. any Professional Fees relating to an allegation that the Insured Person was in control of the vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).</li><li>2. any claim where an Insured Person (not being the Policyholder) is driving under a 'driving other cars' extension to their motor insurance policy.</li><li>3. claims arising out of the use of an Insured Vehicle by an Insured Person for racing, rallies, trials or competitions of any kind.</li><li>4. travelling expenses, subsistence allowance, or compensation for absence from work in pursuit of an Insured Person's claim.</li><li>5. 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.</li><li>6. Any Professional Fees relating to an allegation of violent behaviour.</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 should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
  - 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 reasonable 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 reasonable 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 chance 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) Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) Any radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof.
  - c) War, terrorism or any like or any associated risk.
  - d) Seepage, pollution or contamination of any kind.
  - e) 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 claim where Your motor insurer is entitled to repudiate Your motor policy or refuse indemnity.
16. Any claim where an Insured Person (not being the Policyholder) is driving under a 'driving other cars' extension to their motor insurance policy.
17. Claims arising out of the use of an Insured Vehicle by an Insured Person for racing, rallies, trials or competitions of any kind.
18. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an Insured Person's claim.
19. 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.
20. Claims made by an Insured Person against any authorised passenger in the Insured Vehicle.
21. Claims for passengers where there is a conflict of interest between You or the authorised driver and any other passenger(s).

## POLICY CONDITIONS

### Alteration of Risk

You shall notify Us immediately of any alteration in risk which materially affects this insurance.

### 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 sufficient prospects of success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

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 reasonable settlement will be obtained or
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.

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.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of the Insurer.

### 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 reasonable 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**

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

## **Data Protection Act 1998**

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

## **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.

## **Reasonable Care**

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

## **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 return it to Your Agent within fourteen (14) days of issue and We will refund Your premium provided you have not submitted a claim.

The Insurer 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 the insured at their last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

## **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 and under European Law where applied in the United Kingdom.

## **Claims & Helpline Service**

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

## **Legal Claims Notification & Advice Helpline Number: 0343 509 4900**

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.

## **Complaints Procedure**

In the event of a complaint arising under this insurance, You should in the first instance write to: -

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

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 €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 0300 123 9123  
Complaint.info@financial-ombudsman.org.uk  
www.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**

The Insurer detailed within the Schedule is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its 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](http://www.fscs.org.uk)