

Chief Vehicle Rentals Ltd. Motor Legal Expenses Policy

Master Certificate Number- LES/1364/2196

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 – 0344 800 0128

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 30 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 Prospects of Success 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.

Important Policy Information

All potential claims must initially be reported to the Claims Helpline Service.

<p>Section 1-2 The Legal Claims Notification & Advice Helpline Service telephone number is 0344 800 0128.</p>	<p>Operates 24 hours a day 365 days a year.</p>
<p>Section 3-5 Claims Notification & Advice Helpline Service telephone number is 01384 377000.</p>	<p>Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays.</p>
<p>Section 6 The Vehicle Identity Theft Claims Notification & Advice Helpline Service telephone number is 01384 397757.</p>	<p>Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays.</p>
<p>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.</p>	
<p>If You wish to make a claim or You have a query relating to policy cover You should contact:</p>	<p>Claims Department Legal Insurance Management Ltd 1 Hagley Court North, The Waterfront Brierley Hill, West Midlands DY5 1XF</p>

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 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.

Claim Limit(s)

The amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule.

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.

Indirect Losses

Losses or damage which is not directly associated with the incident that caused You to claim, unless expressly stated in this policy.

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 administered by Legal Insurance Management Limited, arranged by Chief Vehicle Rentals Limited & underwritten by Royal & Sun Alliance Insurance plc.

Legal Insurance Management Limited and Royal & Sun Alliance Insurance plc. are authorised and regulated by the Financial Conduct Authority.

Legal Proceedings

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

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 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.

Prospects of Success

At least a 51% chance of the Insured Person(s) achieving a favourable outcome.

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

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

Terrorism

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.

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.

Vehicle Authority

Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency (DVA) and Parking and Traffic Appeals Service (PTAS).

Vehicle Identity Theft

The misappropriation of the vehicle registration mark of the Insured Vehicle without Your knowledge or consent. The vehicle registration mark details are then used to obtain goods, services or to commit motoring offences or contravene any congestion zone fees or commit parking offences.

We, Us, Our

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

Cover

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 30 days of the Time of Occurrence of the Event.

Insured Event

Personal Injury

What is Covered?

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.

What is Excluded?

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.

Uninsured Loss Recovery

What is Covered?

A road accident involving the Insured Vehicle and resulting in uninsured losses being incurred by an Insured Person.

Motor Prosecution Defence

What is Covered?

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.

Illegal Clamping & Towing

What is Covered?

Professional Fees incurred in pursuing the recovery of illegal clamping or towing fees related to the Insured Vehicle.

Unenforceable Parking Fines

What is Covered?

Professional Fees in the appeal to the local authority or independent adjudicator against an unenforceable parking fine.

Vehicle Identity Theft

What is Covered?

Following an Event of Vehicle Identity Theft:

1. Necessary Professional Fees and ancillary costs incurred:
 - a) for the removal of any criminal or civil judgements wrongly entered against the Insured Person;
 - b) defending a motoring prosecution brought against You as a result of a Vehicle Identity Theft.

What is Excluded?

Excluding:-

1. Any legal action where the Insured Person does not have reasonable prospects of success.
2. Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an Insured Person, or by any other person acting in collusion with an Insured Person.
3. Any Indirect Losses other than as identified above.

Vehicle Identity Theft Claims Conditions

Please read the following carefully to comply with the conditions of this section.

If an Insured Person discovers their vehicle identity has been stolen the Insured Person must:

- i) contact the Vehicle Identity Theft Service on 01384 397757.
- ii) make sure that they are in possession of the V5C vehicle registration certificate (log book)
- iii) file a Police report within 12 hours of discovering the Vehicle Identity Theft
- iv) notify the appropriate Vehicle Authority of the Vehicle Identity Theft within 12 hours of discovering the Vehicle Identity Theft
- v) fill out and return any claim forms including an authorisation for Us to obtain records and other necessary information, if these are applicable
- vi) send Us proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary
- vii) immediately send Us copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered
- viii) take all reasonable action to prevent further damage to their identity.

Vehicle Identity Theft Claims Process

The Insured Person must contact the Vehicle Identity Theft Helpline Service on 01384 397757 before they pay or agree to pay any costs. Failure to do so may lead us to decline the claim.

We will give the Insured Person a dedicated claims handler who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

We will personalise documents on the Insured Person's behalf and post these to them for signing and sending on to the appropriate Vehicle Authority or the Police.

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 this insurance.
 - b. Where you are 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 or, 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 excess of our standard professional fees where you have elected to use an authorised professional of your own choice.
2. Any claim if we consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and costs incurred.
3. Claims where you fail to follow the advice or proper instructions of us or the authorised professional.
4. Appeals where you have failed to notify us in writing of your wish to appeal at least six working days before the deadline for giving notice.
5. Any costs and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
6. Costs arising from computer software tailored by the supplier to your own requirements.
7. Legal action outside the territorial limits, and/or proceedings in constitutional, international or supranational Courts or tribunals including the European Courts of Justice and the Commission and Court of Human Rights.
8. Any disputes involving a contract of insurance.
9. Any disputes with us not dealt with under the arbitration condition.
10. An application for judicial review or any costs incurred in new areas of law or test cases.
11. Any costs relating to your alleged dishonesty, deliberate or wilful act, omission or misrepresentation.

12. Any matter in respect of which you are entitled to legal aid (or equivalent), our liability shall be limited to the sum equal to any assessed contribution payable by you.
13. Any claims where there is an allegation that you were in control of the insured vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
14. Any claim where your motor insurer is entitled to repudiate your motor policy or refuses settlement of your claim.
15. Any claim where you (other than the policyholder) are driving under a 'driving other cars' extension to your motor insurance policy.
16. Any claim arising out of the use of an insured vehicle by you for racing, rallies, trials, off-roading or competitions of any kinds.
17. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of your claim.
18. Any claim if you have never held (or have been disqualified from holding or obtaining) a driving licence at the time of the event.
19. Claims made by you against any authorised passenger in the insured vehicle.
20. Claims for passengers where there is a conflict of interest between you or the authorised driver and any other passenger(s).
21. 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.
22. 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 or nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
23. Any loss or damage caused by any sort of war, invasion or revolution.
24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
25. 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.

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 the administrator 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 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 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 30 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.

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.

- 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.
- 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

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.

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 crf.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. 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 please return it to Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent 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:

- Where we reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- 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 Insurance (Disclosure and Representations) Act 2012.

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.

Section 1-2: Legal Claims Notification & Advice Helpline Service Number – 0344 800 0128

Section 3-5: Claims Notification & Advice Helpline Service - 01384 377000

Section 6: Vehicle Identity Theft Claims Notification & Advice Helpline Service - 01384 397757

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

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:	Email us at:	Call us on:
Legal Insurance Management Ltd 1 Hagley Court North The Waterfront Brierley Hill West Midlands DY5 1XF	claims@legalim.co.uk	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 1231
Email: 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.