



MOTOR LEGAL EXPENSES POLICY

Set out below are the full details of the “before-the-event” **Motor Legal Expenses Policy** **You** have purchased to assist and protect **You** in the event that **You** need to make a **Claim**.

We want **You** to obtain maximum benefit from this **Motor Legal Expenses Policy**. Please take a few minutes to read through the details and familiarise **Yourself** with the services it provides. If **You** have any queries, or do not understand any part of the **Motor Legal Expenses Policy**, please call **Us** or **Your** insurance broker; **We** will be happy to assist.

This **Motor Legal Expenses Policy** is underwritten by Tradewise Insurance Company Limited, Suite 946, Europort, Gibraltar, GX11 1AA (registered no. 82316) and is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Tradewise on request.

Unless expressly stated nothing in this **Motor Legal Expenses Policy** will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

Demands and Needs

This **Motor Legal Expenses Policy** meets the demands and needs of customers who want to insure against the risk of costs in the event that they wish to bring a claim for **Uninsured Losses** against an **Opponent** following an incident involving a motor **Vehicle** which occurs after the inception of this **Motor Legal Expenses Policy**. The policy will cover **You** and any named driver for up to £100,000 for any one claim in respect of **Claims** for **Insured Incidents** which are wholly or mainly the fault of a third party **Opponent**. This **Motor Legal Expenses Policy** will pay **Your Legal Representative's Fees and Expenses** (except in relation to **Claims** which include damages for death or personal injury) together with **Adverse Costs** as set out in this **Motor Legal Expenses Policy** which **You** may be ordered to pay by a court, or which they agree to pay with **Our** permission. **We** do not make any personal recommendation as to whether this **Motor Legal Expenses Policy** will suit **Your** individual circumstances.

Cancellation Right

We hope that **You** are happy with the cover this **Motor Legal Expenses Policy** provides. **You** have the right to cancel the **Motor Legal Expenses Policy** at any time by sending **Us** notice in writing. If **You** send notice in writing within 14 days of receiving the **Motor Legal Expenses Policy** then **We** will return the premium in full provided that **You** have not made a claim. This is called the “cooling off period”. If **You** cancel at any other time, there will be no refund of the premium.

We may cancel this **Motor Legal Expenses Policy** at any time by giving **You** 21 days' notice in writing. If **We** cancel this **Motor Legal Expenses Policy**, **We** will provide a pro-rata refund of the premium **You** paid provided **You** have not made a **Claim** during the **Cover Period**.

Making a Claim 24/7

Claims are normally handled within **Our Claims** Centre. If an **Insured Incident** occurs:

1. write down the details of each **Vehicle** and driver
2. take the names and addresses of any witnesses
3. If possible take photographs

Any **Insured Person** may make a **Claim** under this **Motor Legal Expenses Policy**. Please note that all **Claims** must be reported to **Us** within 180 days of the **Insured Incident**.

CALL 0191 3222030 or **EMAIL enquiries@kingswayclaims.co.uk**

Or write to

Kingsway Claims Kingsway House, Riverbank Road, Sunderland, SR5 3JJ

Please quote **Motor Legal** in all communications.

When **You** report a **Claim**, **We** will wherever possible take full details by telephone so that **We** can then take further action to assist **You** straight away. On some occasions **We** will need further information. Where this is the case, **We** will provide **You** with a **Claim** form which must be completed and returned to **Us** without delay.

You must also send **Us** any information or documentation that **We** request in order to fully consider the **Claim** and allow **Us** to take the necessary action.

REMEMBER The Claims line is open 24 hours a day, 365 days a year.

DEFINITIONS

The following words or phrases have the same meaning wherever they appear in this document in **Bold**.

1. **You, Your, Yourself, Insured Person(s)** shall mean the named holder of this **Motor Legal Expenses Policy** who is domiciled in the United Kingdom together with any other person who is entitled to drive or ride the **Vehicle** under the **Motor Insurance Policy** (but not including any other person who is a passenger in the **Vehicle**).
2. **We, Our, Us, Insurer** shall mean Tradewise Insurance Company Limited.
3. **Vehicle** shall mean the **Vehicle** specified in the **Motor Insurance Policy**, which was being driven or ridden by a person entitled to drive or ride under the **Motor Insurance Policy**, together with any caravan or trailer attached to such **Vehicle** at the time of the **Insured Incident**.
4. **Adverse Costs** shall mean any legal costs (including profit costs, **Disbursements**, VAT and interest) which **You** pay the **Opponent** by order of the court or with **Our** prior written agreement. These may include, for example, the **Opponent's** solicitor's fees, barrister's fees and/or expert's fees.
5. **Approval, approve(d), Approving** shall mean the act of **Us** agreeing in writing to provide indemnity in accordance with the terms of this **Motor Legal Expenses Policy**.

6. **Claim(s)** shall mean the pursuit, against an **Opponent**, of:
- a) **Uninsured Losses** arising out of damage to the **Vehicle**, but only if the **Vehicle** belonged to **You**; or
 - b) **Uninsured Losses** arising out of loss or damage to any personal belongings in or on the **Vehicle**, but only if they belonged to **You**; or
 - c) any other **Uninsured Losses** sustained by **You** to which **We** have given **Our Approval** to proceed with the **Claim** and providing always that such **Uninsured Losses** or damages arise solely out of the **Insured Incident** but NOT including damages for death or personal injury.
7. **Consent** shall mean **Our** written agreement to a particular course of action (such as settling a **Claim**).
8. **Cover Period** shall mean twelve calendar months from the date of inception of this **Motor Legal Expenses Policy**, providing always that insurance cover is maintained for the risks required to be insured by Sections 143 and 145 Road Traffic Act 1988 (or any amendment) in respect of **Your Vehicle** at all times. In the event that such **Motor Insurance Policy** comes to an end for any reason, the cover provided by this **Motor Legal Expenses Policy** will automatically end at the same time.
9. **Disbursements** shall mean any sum spent by the **Legal Representative** on **Your** behalf in respect of services supplied by a third party, providing that:
- a) **You** received the services;
 - b) **You** are responsible for paying the third party for the services;
 - c) **You** knew that the services were being provided by a third party;
 - d) the services were in addition to and distinct from the services supplied by the **Legal Representative to You** on **Your** own account; and
 - e) **We** have agreed the amount to be paid in advance of the third party being instructed.

Disbursements may include, for example, barrister's fees (provided that the barrister is not acting under a Conditional Fee Agreement) or expert's report fees.

10. **Fees and Expenses** shall mean any professional fees reasonably incurred by the **Legal Representative** in pursuit of the **Claim** together with any **Disbursements** that they incur or pay, including, where appropriate, Value Added Tax.
'Fees and Expenses' does NOT include those relating to or arising from **Claims** for damages for death or personal injury in respect of which a separate Funding Agreement may be necessary.
For the purposes of this definition, "reasonably incurred" shall mean costs that are deemed by a court to be reasonable upon an assessment on the standard basis. Under the "standard basis" of costs assessment the court will only allow costs which are proportionate to the matters in issue and will resolve any doubt it may have in favour of the party claiming those costs, as to whether costs have been reasonably incurred and/or that they are reasonable and proportionate.
11. **Funding Agreement** shall mean any arrangement with the **Legal Representative** under which the **Fees and Expenses** (or their amount) in some way depends on the **Claim** being successful or on the amount recovered.
Examples include Conditional Fee Agreements (where no fees are payable if the **Claim** is lost) and Damages-Based Agreements (where the amount paid depends on the amount of damages recovered).

12. **Insured Incident** shall mean an incident which occurs within the **Cover Period** and the **Territorial Limits** involving **Your Vehicle** and the vehicle of an **Opponent** (including collisions) and which causes:
- a) damage to **Your Vehicle**; or
 - b) damage to any personal belongings within or on the **Vehicle**; or
 - c) **You** to sustain any other **Uninsured Losses**; and being the fault of the **Opponent** allows **You** to be able successfully to make a claim. The event must be covered by the **Motor Insurance Policy** issued in respect to **Your Vehicle**.
13. **Legal Representative** shall mean any appropriately qualified person (or company or firm) who has been approved by **Us** to represent **You** in pursuit of a **Claim** against an **Opponent**.
“The **Legal Representative**” is a reference to the specific **Legal Representative** who acts in a particular **Claim**.
14. **Motor Insurance Policy** shall mean the policy of motor insurance for **Your Vehicle** which has been issued in accordance with the requirements of the Road Traffic Act 1988.
15. **Opponent** shall mean the third party responsible for the accident or collision which has given rise to an **Insured Event** under this **Motor Legal Expenses Policy** and against whom **You** wish to bring a **Claim**. Proceedings may not be issued against **Us**, the **Insurer** or **Your** insurance broker or agent, nor may proceedings be issued against an employee where **You** are the employer and the driver is **Your** employee.
16. **Part 36 Offer** shall mean any offer made by an **Opponent** to settle a **Claim** which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the **Claim** and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause **You** to pay part of their **Opponent's** costs should **You** reject an offer, continue with the legal proceedings and subsequently fail to obtain more than they were offered by the **Opponent**, or should they accept outside the 21 day period. This includes offers made under Part 36 of the Civil Procedure Rules 1998.
17. **Partial Costs Order** shall mean a costs order that is in **Your** favour but (for reasons unrelated to any **Part 36 Offer**) is for only a part of their costs. For example, the costs arising from a particular application may be dealt with separately from the costs of the **Claim** as a whole.
18. **Motor Legal Expenses Policy** shall mean this before-the-event legal expenses policy providing cover for **Adverse Costs** and **Fees and Expenses**, together with the schedule and any endorsement which attaches to it.
19. **Territorial Limits** shall mean the European Economic Area (the European Union plus Iceland, Liechtenstein and Norway) and in addition the Isle of Man, Jersey, Guernsey, Albania, Andorra, Bosnia Herzegovina, Croatia, FYR Macedonia, Monaco, Montenegro, San Marino, Serbia, Switzerland and the European part of Turkey.
20. **Terrorism** shall mean an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, 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 and/or to put the public, or any section of the public in fear.
21. **Uninsured Loss(es)** shall mean any loss directly arising from the **Insured Incident** in question that is not covered by any other insurance policy but NOT including damages for death or personal injury.

THIS POLICY WILL COVER

Subject to the terms, conditions, exclusions and limitations in this **Motor Legal Expenses Policy**, **We** will indemnify an **Insured Person** for **Adverse Costs** and **Fees and Expenses** to a maximum of £100,000 in respect of any one **Claim**, where:

1. the **Adverse Costs** and **Fees and Expenses** are payable as a result of the pursuit of a **Claim** directly arising from one or more **Insured Incidents**, occurring within the **Territorial Limits** and during the **Cover Period**; and
2. **We** have given **Our** prior **Approval** to the pursuit of the **Claim** before any legal proceedings have commenced

Approval will be given if there are reasonable prospects that the **Claim** will be successful and that it can be pursued in a proportionate manner. If this is not the case, **We** will decline cover.

'Reasonable prospects' means a 51% or greater chance that **You** will be successful in **Your** pursuit of legal proceedings.

In determining whether a **Claim** can be pursued in a 'proportionate manner' **We** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable. The factors **We** will take into account in assessing whether those costs are reasonable include:

- a) the prospects of success and the likely costs of pursuing the **Claim**;
- b) the amount claimed and the amount that is likely to be recovered;
- c) the amount of **Adverse Costs** that **We** would be likely to pay if the **Claim** was unsuccessful;
- d) the prospects of enforcing a judgment or agreement;
- e) the circumstances of the **Insured Incident**, including **Your** conduct; and
- f) any other relevant factor.

THIS POLICY WILL NOT COVER

We will not indemnify **You** for any of the following:

1. Any legal action brought against **You**;
2. Any **Claim** arising out of an **Insured Incident** that was not covered by the **Motor Insurance Policy**;
3. Any **Claim** (or any part of any **Claim**) in which **You** intend to be a self-representing litigant (otherwise known as a 'litigant in person'), except where:
 - a) the **Claim** is allocated to the Small Claims Track in England and Wales and has been
 - b) accepted by **Us**; or
 - c) **We** have given **Our Consent**;
4. Any **Adverse Costs** or **Fees and Expenses** incurred prior to **Us**
5. **Approving** the **Claim**;
6. Any **Claim** which is settled or discontinued without **Our Consent**;
7. Any **Claim** which was not notified to **Us** within 180 days of the **Insured Incident**;
8. Any **Adverse Costs** or **Fees and Expenses** arising out of proceedings other than those that **We** have **Approved** in writing;
9. Any **Adverse Costs** or **Fees and Expenses** which were incurred after any breach of the terms and conditions of this **Policy**;
10. Any **Adverse Costs** or **Fees and Expenses** which were incurred as a result of the failure of an **Insured Person** to discharge their obligations under this **Policy**;
11. Any fines, penalties or damages which **You** are ordered to pay by a court (or other such authority);
12. Any **Claim** arising out of **Your** alleged dishonesty or violent conduct;
13. Any **Claim** arising out of **Your** alleged use of drugs or alcohol;
14. Any **Claim** relating to any loss or damage suffered by **Your** passenger or the death of or injury to an **Your** passenger;

15. Disputes arising from or relating to:
 - a) parking offences;
 - b) criminal prosecutions or family proceedings;
 - c) judicial review or applications for judicial review;
 - d) enforcement proceedings;
 - e) the terms and conditions of this **Motor Legal Expenses Policy**, including the alleged rights of a person other than **You** (such as a passenger) to enforce the terms of this **Motor Legal Expenses Policy**. For the avoidance of doubt no person other than those defined under the definition of **Insured Person** above shall be entitled to **Claim** against this **Motor Legal Expenses Policy**;
16. Any **Adverse Costs** or **Fees and Expenses** in any **Claim** where those costs are covered by another insurance policy or similar scheme including cover arising by virtue of **Your** trade union membership;
17. Any monies or costs other than **Adverse Costs** and **Fees and Expenses**;
18. Any **Claim** where the **Opponent** (or would-be **Opponent**) cannot be traced or identified, or is not insured for the risks of a **Claim**;
19. Any legal liability directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
20. Any other costs that are directly or indirectly caused by the **Insured Incident**, unless specifically stated in this **Motor Legal Expenses Policy**;
21. Any damage or liability directly or indirectly occasioned by, happening through, or in consequence of war, **Terrorism**, piracy, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
22. Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
23. **Claims** in excess of the limit of indemnity of £100,000 for any one **Claim**;
24. **Claims** where in **Our** opinion there are no reasonable prospects of success;
25. **Claims** in respect of damage or losses arising from races, rallies or competitions, or **Claims** where the **Vehicle** has not been maintained in accordance with the manufacturer's recommendations and/or instructions – including servicing and **Vehicle** faults;
26. **Claims** where the **Legal Representative** has refused to continue to represent **You**, or where the **Legal Representative** has been instructed to cease acting on **Your** behalf by anyone other than **Us**;
27. Where **You** have disregarded **Our** advice to accept a **Part 36 Offer** to settle a **Claim**;
28. Where **We** have advised **You** that their **Claim** would be best settled by other means than the issue of legal proceedings in a court of law within the United Kingdom;
29. Any **Adverse Costs** awarded as a result of the unreasonable behaviour (as determined by the Courts) of **You** or **Your Legal Representative**. Please refer to the General Conditions for details of what **We** expect of **You** and **Your Legal Representative** in the event of a **Claim**.

GENERAL CONDITIONS

The following conditions apply to this **Motor Legal Expenses Policy**:

1. **Your Responsibilities**
Where **You** make a **Claim**, **You** must comply with the "Insured Person's Responsibilities" (General Condition 2). If **You** fail to comply then no cover will be provided under this **Motor Legal Expenses Policy**.
2. **Insured Person's Responsibilities**
You must comply with the following conditions for cover to be provided under this **Motor Legal Expenses Policy**.

- a) **You** must give proper and careful consideration to any legal advice that either **We** or the **Legal Representative** provide. Where that advice is to accept or make an offer to settle the **Claim** or to discontinue it, and where **You** reject that advice, **We** may withdraw cover under this **Motor Legal Expenses Policy** for any **Adverse Costs** or **Fees and Expenses** incurred after the date on which that advice was rejected. If **You** fail to give instructions within 7 days of receiving the advice, then it will be deemed to have been rejected and (unless **We** agree otherwise) cover will cease thereafter.
- b) **You** must:
 - i. notify the **Claim** to **Us** within 180 days of the date of the **Insured Incident**;
 - ii. promptly tell **Us** (or the **Legal Representative**) about any matters that might affect the chances of success in the **Claim**, the amount of damages that are likely to be recovered, or the amount of the costs of the **Claim**;
 - iii. keep **Us** informed (or ask the **Legal Representative** to keep **Us** informed) of the progress of the **Claim**, and in particular, whether any offers have been made or are proposed;
 - iv. obtain **Our** written **Consent** before any **Part 36 Offer** or other offer of settlement made by the **Opponent** is rejected;
 - v. co-operate with **Us** and with the **Legal Representative**;
 - vi. take all reasonable steps to keep any **Adverse Costs** and **Fees and Expenses** as low as possible (for example, by not involving the **Legal Representative** in unnecessary correspondence or telephone calls);
 - vii. give the **Legal Representative** instructions that allow them to do their work properly (for example, by promptly supplying information to the **Legal Representative** when asked to do so);
 - viii. not deliberately mislead **Us** or the **Legal Representative**;
 - ix. not exaggerate the **Claim** or bring any false or contrived **Claim**;
 - x. attend court when asked to do so; and
 - xi. go to any expert examination when asked to do so.
- c) Where **You** fail to comply with responsibilities b)x or b)xi, then cover will cease in the sense that **We** will pay no **Adverse Costs** or **Fees and Expenses** incurred from the date on which the failure to comply took place. The same is true of responsibilities b)ii to b)iv, save that the date on which cover will cease will be the date upon which **You** ought to have complied with those obligations. Where there has been a failure to comply with any of the responsibilities described at b)v to b)vii, then **We** will pay no more than the amount **We** would have paid had **You** complied with those obligations. Where there has been a breach of responsibilities b)viii or b)ix, cover will cease entirely and with retrospective effect.
- d) Where **We** have paid **Adverse Costs** or **Fees and Expenses** incurred during a period when cover had ceased or did not exist, then **You** will be liable to repay those monies; for the avoidance of doubt, **You** will be deemed to have received them notwithstanding the fact that they may have been paid directly to the **Opponent** or the **Legal Representative**.
- e) Where appropriate, **You** must act upon any order for costs promptly.
- f) **You** must not do anything to impede any negotiations about costs or any assessment of costs.

3. Legal Representation

- a) This **Motor Legal Expenses Policy** provides cover for **Adverse Costs** and **Fees and Expenses**. Where a **Claim** is made **We** will ordinarily recommend a **Legal Representative** which is a member of **Our** panel. If **You** are not happy with the **Legal Representative** **We** have recommended, **You** may advise **Us** and **We** will generally suggest an alternative.
- b) **You** have the right to choose their **Legal Representative**. In particular:
 - i. where recourse is had to a lawyer (or other person having such qualifications as may be necessary) to represent or serve the interests of **You** in any **Claim**, **You** shall be free to choose that lawyer (or other person). 'In any **Claim**' means that proceedings have begun or are about to begin; and
 - ii. **You** shall also be free to choose a lawyer (or other person having such qualifications as may be necessary) to serve their interests whenever a conflict of interests arises.

- c) If **We** believe that the **Legal Representative** lacks the skills to win the **Claim**, **We** will be at liberty to decline to **Approve** the **Claim** on its merits, but only if **We** have told **You** about **Our** concerns and have given them the opportunity to choose a different **Legal Representative**.
- d) **You** must give **Us** direct access to the **Legal Representative** and must authorise them to tell **Us** about the **Claim**, its merits, its progress, and any other relevant matter.
- e) **We** will agree terms of business with the **Legal Representative** before they commence work. These terms will include the service standards **We** expect the **Legal Representative** to meet on **Your** behalf. They may also limit the amount that will be paid in terms of the **Legal Representative's** hourly charging rate. **You** may ask **Us** for a copy of these agreed terms at any time. If the **Legal Representative** cannot agree to **Our** terms of business then no indemnity will be provided under this **Policy**.

4. Particular Circumstances

- a) **Our Consent** is required in all circumstances where it is proposed:
 - i. to discontinue a **Claim**; or
 - ii. to take any course of action (including settling the **Claim**) that would be likely to result in **You** having to pay **Adverse Costs**; or
 - iii. to have costs (including **Adverse Costs**) assessed by way of a detailed assessment (but not provisional assessment); or
 - iv. to agree the amount of **Adverse Costs**.

Consent will not be refused without good reason, but if the proposed course of action is not one that can be pursued in a proportionate manner, then **Consent** may be withheld.

In determining whether a **Claim** can be pursued in a 'proportionate manner' **We** will consider whether a person would consider the costs reasonable, if they did not have legal expenses insurance and were financing their own legal costs. **We** will consider points including:

- i. the amount being claimed;
- ii. the value and issues in question of **Your** case;
- iii. **Your** location and that of the other party;
- iv. the legal costs and expenses **We** would expect a **Legal Representative** appointed by **Us** to charge.

Where **Consent** was required but was not obtained, cover under this **Motor Legal Expenses Policy** will cease with retrospective effect.

- b) Where the **Opponent** has made a **Part 36 Offer** and where **You** have been ordered to pay **Adverse Costs** (or agrees, with **Our** prior written agreement, to pay **Adverse Costs**) as a result of them having failed to recover more than was offered, then:
 - i. subject to the provisions in ii) below, **We** will pay the **Adverse Costs** regardless of whether they are (from the **Opponent's** point of view) to be set-off against damages or other costs; and
 - ii. where the extent of cover has been limited by the operation of paragraph 2)c above, then if and to the extent that cover continues to apply, **We** will pay **Adverse Costs** only if and to the extent that the net sums payable (i.e., after any set-off by the **Opponent**) exceed the amount of damages recovered.
- c) Where the court orders **You** to pay (or where **You** with **Our** prior written agreement agrees to pay) **Adverse Costs** notwithstanding the fact that they are also to receive costs, then:
 - i. subject to the provisions in ii) below, **We** will pay the **Adverse Costs** regardless of whether they are (from the **Opponent's** point of view) to be set-off against damages or other costs; **We** will also pay the **Fees and Expenses**; and
 - ii. where the extent of cover has been limited by the operation of paragraph 2)c above, then if and to the extent that cover continues to apply, **We** will pay **Adverse Costs** and **Fees and Expenses** only if and to the extent that the net sums payable (i.e., after any set-off by the **Opponent**) exceed the amount of damages recovered.
- d) Where, by agreement or by order, a **Partial Costs Order** is made, and where this is a result of the court having reduced the amount payable to the **Insured Person** to take account of **Adverse Costs** payable by **You**, then **We** will not be liable to pay those **Adverse Costs** unless the court has quantified those costs or made an order that will allow those costs easily to be

quantified.

5. **Limits on Cover**

- a) The maximum amount that **We** will pay in any single **Claim** shall be £100,000.
- b) No payments made by **Us** in respect of **Adverse Costs** or **Fees and Expenses** will exceed the amount that would be assessed as being reasonable upon an assessment of costs on the standard basis. Under the 'standard basis' of costs assessment the court will only allow costs which are proportionate to the matters in issue and will resolve any doubt it may have in favour of the party claiming those costs, as to whether costs have been reasonably incurred and/or that they are reasonable and proportionate.

6. **Recovery and Quantification of Costs in the Claim**

Where **We** are liable to pay **Adverse Costs**, then the **Insured Person** agrees to allow **Us** to conduct the detailed assessment of those costs in their name (but at **Our** cost).

The **Legal Representative** will arrange with the party claiming **Adverse Costs** for them to supply a draft bill in a prescribed format, together with a copy of their papers. These will be considered by **Our** Costs Lawyers, who will either negotiate an appropriate figure or agree to refer the matter to the Court for assessment of the costs by the Judge. Unless specifically asked for information, **You** will not need to take any action themselves.

The procedure above will also take place where the **Legal Representative** sends their draft bill to **Us** for consideration. Where **We** are liable to pay **Fees and Expenses**, then **You** and the **Legal Representative** agree to allow **Us** to have those costs assessed in **Our** name, such assessment to take place on the standard basis.

7. **Complaints Procedure**

If **You** disagree with **Our** decision as to whether and how to assist with a **Claim**, please let **Us** know and provide any further evidence or information **You** would like **Us** to take into account. **We** will be happy to reconsider the decision at any point. If **You** remain unhappy, **We** and **You** can agree to refer the matter to an independent arbitrator agreed by both sides, who will make a decision. The arbitrator's fees will usually be payable by the unsuccessful party, unless the arbitrator decides otherwise.

If **You** are unhappy with the service **We** have provided, or if **You** have any questions or concerns about this insurance or the handling of a **Claim**, **You** should in the first instance contact:

Kingsway Claims Kingsway House, Riverbank Road, Sunderland, Tyne and Wear, SR5 3JJ

Tel: 0191 2931500

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. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Docklands, London, E14 9SR

Tel: 0800 023 4 567

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.

8. **Financial Services Compensation Scheme**

Tradewise Insurance Serviced Limited is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the Insurer is unable to meet their obligations under this policy, the insured person may be entitled to compensation from the Compensation Scheme.

9. **Notices**

By accepting the benefits of this **Motor Legal Expenses Policy**, **You** agree that they have been

given notice of their right to choose a **Legal Representative** (see paragraph 3)b).

10. Miscellaneous

- a) This **Motor Legal Expenses Policy** is written in English and all communications about it will be in English.
- b) Unless some other law is agreed in writing, this **Motor Legal Expenses Policy** is governed by the laws of England and Wales. If there is a dispute, it will only be dealt with in the courts of England and Wales or of the country within the United Kingdom in which **Your** main residence is situated.
- c) In the event that any term, condition or provision of this **Motor Legal Expenses Policy** is held to be prohibited by any applicable law, statute or regulation, the same shall (to that extent) be deemed to be struck from this **Motor Legal Expenses Policy** as if it had not been included when this **Motor Legal Expenses Policy** was first made.
- d) To be effective (and unless the court orders otherwise), any variation of or supplement to this **Motor Legal Expenses Policy** must be made in writing.
- e) Apart from **Us**, only **You** may enforce all or any part of this **Motor Legal Expenses Policy**, and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the **Motor Legal Expenses Policy** in relation to any third party right or interest.
- f) If **You** die, **We** will insure **Your** Personal Representatives to pursue disputes covered by this **Motor Legal Expenses Policy** arising from **Your** death, providing those representatives keep to the terms of the **Motor Legal Expenses Policy**.
- g) Any Act of Parliament mentioned in this **Motor Legal Expenses Policy** includes equivalent laws in the relevant jurisdiction in which any **Claim** arises.
- h) If any **Insured Person** makes any request for payment under this **Motor Legal Expenses Policy** knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this **Motor Legal Expenses Policy** shall become void and any premiums paid hereunder shall be forfeited and **We** shall be entitled to recover any monies previously paid.
- i) A **Motor Insurance Policy** must remain in force in respect of the **Vehicle** for the duration of this **Motor Legal Expenses Policy**.

CHOOSING A SOLICITOR

If **You** make a **Claim** under the **Motor Legal Expenses Policy**, then ordinarily **We** will recommend use of a panel solicitor. If **You** are not happy with the solicitor **We** have recommended, then **You** should let **Us** know why and **We** will try to find a different solicitor. **You** have a right to choose **Your** own **Legal Representative**. Details are set out at General Condition 3 of the **Motor Legal Expenses Policy**.

We strongly recommend that **You** use one of the solicitors on **Our** panel. **We** have a number of solicitors' firms on **Our** panel which are all experts in their particular fields. All are regularly checked and audited by **Us** and are regulated by their governing bodies. **We** also ask our panel solicitors to sign up to **our** stringent Service Level Agreements to ensure that they deal with **Claims** on behalf of our customers both quickly and efficiently. This allows **Us** to be confident that **You** will receive the highest level of service from them.

