



classicline*
INSURANCE

POLICY WORDING

Greenlight Motor Legal

UNDERWRITTEN BY

proximo
forward thinking

DESCRIPTION

This policy is evidence of the contract between you and the Insurer. Following an Insured Event the Insurer will pay the Insured's Legal Costs & Expenses up to the Limit of Indemnity, including the cost of appeals provided that:

1. You have paid the insurance premium
2. The Insured Event occurs within the Territorial Limit
3. The claim
 - always has Reasonable Prospects of Success
 - is reported to us:
 - during the Period of Insurance
 - immediately after the Insured first becomes aware of circumstances which could give rise to a claim under this policy
4. The Insured always agrees to use the Appointed Advisor nominated by us in any claim
 - falling under the jurisdiction of the Small Claims Court, and/or
 - prior to the issue of proceedings
5. Any proceedings or hearing are dealt with by a Court or any other body that we agree to, in the Territorial Limit
6. The Insured enters into a Conditional Fee Agreement with the Appointed Advisor or the Appointed Advisor enters into a Collective Conditional Fee Agreement with us if a claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court

INSURED EVENTS

1. **Uninsured Loss Recovery**
An event causing damage to the insured vehicle and/or personal property in or on it
2. **Personal Injury**
An event causing the Insured personal injury whilst in or on an insured vehicle

WHAT IS NOT INSURED BY THIS POLICY

You are not covered for any claim arising from or relating to:-

1. Legal Costs & Expenses incurred before we accept a claim
2. A contract
3. Defending any action
4. Any event occurring prior to the inception of the policy, and which the Insured knew or ought reasonably to have known could give rise to a claim under this policy
5. Fines, penalties or compensation
6. A dispute with us or the Insurer not dealt with under Condition 6
7. Group Litigation Orders
8.
 - a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component there of;
 - c. War, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - d. Pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e. Any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the Insurer alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the Insured;

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Failure to keep to any of these conditions it may lead the Insurer to cancel your policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs & Expenses from the Insured should this occur.

1. The Insured's Responsibilities

An Insured must

- a. observe and keep to the terms of the policy
- b. not do anything that hinders us or the Appointed Advisor
- c. tell immediately after you first become aware of any cause, event or circumstances which could give rise to a claim under this policy
- d. tell us immediately of anything that may materially alter our assessment of the claim
- e. cooperate fully with the Appointed Advisor and us, give the Appointed Advisor any instructions we require and keep them updated with progress of the claim
- f. provide us with everything we need to help us handle the claim
- g. take reasonable steps to recover Legal Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to you
- h. tell the Appointed Advisor to have the Legal Costs & Expenses assessed or audited if we require
- i. minimise any Legal Costs & Expenses and try to prevent anything happening that may cause a claim
- j. allow the Insurer at any time to take over and conduct in the Insured's name any claim, proceedings or investigation

2. The Appointed Advisor

- a. In certain circumstances as set out in 2 c) below the Insured may choose an Appointed Advisor. In all other cases no such right exists and we shall choose the Appointed Advisor.
- b. Where the Insured wishes to exercise their right to choose, they should write to us with their nominated representative's name and address. The Insured's chosen Appointed Advisor must agree to act under our standard terms of business and cooperate with us at all times. If we disagree over the appointment of an Appointed Advisor then we will agree for another suitably qualified person to decide the matter

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

2. The Appointed Advisor

- c. If we agree to start legal proceedings and the court requires any representative to be legally qualified, or there is a conflict of interest, the Insured may choose a suitably qualified Appointed Advisor. The right of the Insured to choose never applies to Small Claims Court claims unless there is a conflict of interest.
- d. If the Appointed Advisor refuses to continue acting for the Insured with good reason, the Insured dismisses the Appointed Advisor without good reason, or the Insured withdraws from the claim without our written agreement, cover will end immediately unless we agree to appoint another Appointed Advisor.
- e. The Appointed Advisor must enter into a Conditional Fee Agreement with the Insured or a Collective Conditional Fee Agreement with us if a claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court

3. Our Consent

We must give our written consent to the Insured to incur any Legal Costs & Expenses. The Insurer does not accept any liability for Legal Costs & Expenses incurred without our written consent.

4. Settlement

- a. The Insurer has the right to settle the claim by paying the value of your claim
- b. The Insured must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without our agreement
- c. If the insured refuses to settle the claim following
 - a reasonable offer, or
 - advice to do so from the Appointed Advisor the Insurer may refuse to pay further Legal Costs & Expenses

5. Counsel's Opinion

We may require the Insured to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the Insured then the Insurer will pay for the opinion.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

6. Disputes

If there is a dispute between the Insured and us about the handling of a claim or the choice of an Appointed Advisor, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If we fail to agree on a suitable person we will ask the president of the relevant Law Society to nominate.

7. Fraudulent Claims

If the Insured makes any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under this policy will be forfeited including the premium.

8. Cancellation

- a. You may cancel the policy within 14 days of the date of issue of this policy with a full refund of the insurance premium paid
- b. You may cancel this policy at any time by giving at least 21 days' written notice to us or Proximo. The Insurer will refund part of the premium for the unexpired period unless the Insured has notified a claim which has been or is subsequently accepted under this Policy in which case no return of premium shall be allowed.
- c. The Insurer may cancel the policy at any time by giving at least 21 days' written notice to you. The Insurer will refund part of the premium for the unexpired period

9. Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English Law

10. Data Protection Act

It is agreed by the Insured that any information provided to us &/or the Insurer regarding the Insured will be processed by us &/or the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

11. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

DEFINITIONS

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed Advisor	The solicitor or other advisor appointed by us to act on behalf of the Insured.
Conditional Fee Agreement	The separate agreement between the Insured and the Appointed Advisor for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Courts and Legal Services Act 1990), the format and contents of which have been agreed to by us before it is entered into.
Collective Conditional Fee Arrangement	The separate agreement between the Appointed Advisor and us for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Courts and Legal Services Act 1990) which does not refer to specific proceedings but which provides for the Appointed Advisor's fees and expenses to be payable on a common basis.
Insured	You and any driver or passenger in or on the Insured Vehicle with your permission.
Insured Vehicle	The vehicle specified in your motor insurance policy and any trailer or caravan attached to it.
Insurer	Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof)
Legal Costs and Expenses	<p>1. In respect of all Insured Events other than as provided for in 2. below</p> <ol style="list-style-type: none"> a. Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by us or in accordance with the Predictable Costs scheme if applicable b. Other side's costs incurred in civil claims, where the Insured has been ordered to pay them or pay's them with our agreement. <p>The Predictable Costs scheme applies to any road traffic accident occurring where damages of less than £10,000 are negotiated prior to the issue of proceedings.</p>

DEFINITIONS

Limit of Indemnity

£100,000 which shall be the maximum Legal Costs & Expenses payable by the Insurer in respect of all claims related by time or original cause.

Period of Insurance

The period as shown in the policy to which this Policy attaches.

Reasonable Prospects of Success

In all claims including an appeal where the Insured has a greater than 50% chance of successfully pursuing the claim or defending an appeal. If the Insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999

Territorial Limit

The United Kingdom, Channel Islands, Isle of Man and countries in the European Union

We/Us/Our

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer, Brit
Syndicate 2987 at Lloyd's &/or Proximo Ltd who are acting as a claims handling agent on behalf of ARAG plc.

You/Your

The person(s) named in the Schedule to which this policy attaches

COMPLAINTS

We are committed to providing a first class service at all times. However, if a complaint arises, then call **0870 777 0266** the staff handling your claim should be able to resolve it. If you are still unhappy, write to:

Customer Relations Department, ARAG plc. 9 Whiteladies Road, Clifton, Bristol, BS8 1NN or email customerrelations@arag.co.uk. Alternatively you can call **0844 472 2938** (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded). We will arrange to have your complaint reviewed at the appropriate level.

If a complaint remains unresolved, you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR or email enquiries@financial-ombudsman.org.uk. Alternatively you can call **0845 080 1800**.

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

If your complaint cannot be dealt with by the FOS, it can be referred for independent arbitration as explained in condition 6 of the policy. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

ARAG plc Registered in England number 02585818.

Registered address:

9 Whiteladies Road, Clifton, Bristol, BS8 1NN

ARAG plc and Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof) managed by Brit Syndicates Limited are authorised and regulated by the Financial Conduct Authority, registration number 452369 and 204930 respectively. This can be checked by visiting the FCA website at www.fca.org.uk/register or by contacting the FCA on **0845 606 1234**. ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

What happens if the Insurer cannot meet its liabilities

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Head office and registered office: Proximo Ltd. Park House, Chantry Court, Sovereign Way, Chester. CH1 4QN Telephone: **0870 777 0266**. Fax: **0870 942 9422**