

### What to do after an accident

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let us have this information as soon as you can by calling us on **08707 57 54 55**, 24 hours a day, 365 days a year.

## EXAMPLE

Store this number in your mobile phone now!

**Claim Line: 08707 57 54 55**

This policy is underwritten by Highway Insurance Company Limited

Highway is a trading style of the Liverpool Victoria Group of Companies. LV= and Liverpool Victoria are trade marks of Liverpool Victoria Friendly Society Limited and LV= and LV= Liverpool Victoria are trading styles of the Liverpool Victoria group of companies. Highway Insurance Company Limited, registered in England and Wales number 3730662, is authorised and regulated by the Financial Services Authority, register number 202972. Registered address for both companies: County Gates, Bournemouth BH1 2NF.

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## Welcome to Combined Claims Assistance Motor Legal Expenses Insurance

If you are involved in a motor accident, we are here to help you 24 hours a day, 365 days a year.

Motor accidents are always stressful, particularly if you or a passenger has been injured. The last thing you need is a long and expensive legal dispute to worry about.

This is where Motor Legal Expenses Insurance can help. If you are involved in an accident which is caused by a third party you have a legal right to claim back your uninsured losses from the person who caused the accident.

### Uninsured losses can include the following:

- Compensation for you if you are injured, or compensation for your family in the event that you incur fatal injuries.
- Your policy excess that you may have to pay under your comprehensive motor policy. If we can recover your losses in full, your no claims bonus should not be affected.
- Reasonable hire charges for a replacement vehicle while yours is being repaired or compensation for you not being able to use your vehicle.
- Accident repair costs if you do not have comprehensive insurance cover.
- Compensation for damage to your clothes, luggage or personal belongings.

### What to do after an accident

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let us have this information as soon as you can by calling us on 0870 757 5455, 24 hours a day, 365 days a year.

### Definitions

The following words or phrases have the same meaning wherever they appear throughout this policy.

**Approved Charges** - Any liabilities incurred by an Insured Person under schemes we have approved for the provision of services reasonably required as a consequence of a Qualifying Accident and where we have consented in advance in writing to such services being provided.

**Claim** - An Insured Person's claim for reimbursement of uninsured losses, costs and/or compensation resulting from a Qualifying Accident.

**Insured Person**- You and any passenger in the Insured Vehicle or any other person authorised by you to drive the Insured Vehicle.

**Insured Vehicle** - Any motor vehicle which you own or for which you are legally responsible including any caravan or trailer properly constructed to be towed by such a vehicle and attached to it by normal means.

### Legal Costs -

- a) All reasonable and necessary costs chargeable by the Representative on a standard basis, or in accordance with the Predictable Costs scheme if this applies, up to the Limit of Indemnity.

Explanatory note: The Predictable Costs scheme applies to road traffic accidents in England & Wales which are settled by negotiation before court proceedings are issued for claims up to the value of £10,000. The rules set out how legal fees are calculated for these cases.

b) We will also pay the costs incurred by any Third Party in civil cases if the Insured Person has been ordered to pay them, or pays them with our agreement, up to the Limit of Indemnity.

**Limit of Indemnity** - In respect of each Qualifying Accident the sum of £100,000.

**Period of Insurance** - Your legal expenses insurance policy is in force for a maximum period of 12 months and expires on the date shown on the rear of this policy document.

**Qualifying Accident** - An accident, occurring in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, which causes loss or damage to an Insured Vehicle or its contents or injury to an Insured Person, which we reasonably believe could be shown to have been caused to a greater extent by the fault of the Third Party than by the fault of the Insured Person except for a claim for Approved Charges in which case we must reasonably believe it could be shown to have been caused solely by the Third Party.

**Representative** - A solicitor, counsel or claims handler whom we approve, appointed under the terms and conditions of this policy to pursue the Claim.

**Third Party** - The driver(s), owner(s) or any other person(s) responsible for a vehicle insured against third party risks (other than the driver of the Insured Vehicle).

**We, our, us** - Highway Insurance Company Limited trading as Highway Insurance.

**You, your** - The person named as the policyholder.

### Data Protection Notice

This Data Protection Notice explains how we may use your details. It tells you about the registers and databases that we and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to any party related to the insurance.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, you are entitled, on payment of a small fee, to receive a copy of the information we hold about you.

Any information you give us will be used by Highway Insurance Company Limited and we may also share this information with other members of the Liverpool Victoria group of companies to inform you by letter, telephone or e-mail of other products which may be of interest to you.

If you do not wish to receive any marketing literature or if you have any queries, or would like more information about this Notice, please write to: The Customer Care Department, Highway Insurance, Highway House, 171 Kings Road, Brentwood, Essex, CM14 4EJ. E-mail: [customercare@highway-insurance.co.uk](mailto:customercare@highway-insurance.co.uk)

### Detecting and Preventing Fraud and Confirming Claims History

In order to keep premiums as low as possible for all our customers we participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. When you tell us about any claim, the details you have provided, including personal details, will be passed to the various registers and databases that are used by companies within our group, companies providing services to us, other insurers and other fraud and associated agencies. In addition, we may search these registers and databases when you make a claim, to validate your claims history or that of any other person or property likely to be involved with the claim. If you give us false or

inaccurate information and/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

We and other organisations may also use and search these agencies and databases to help make decisions about the provision and administration of insurance, credit and related services for you and members of your household, trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies, check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity, and undertake credit searches and additional fraud searches.

For more information about the Data Protection Act you may also write to the Office of the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Telephone: 0845 630 6060 E-mail: mail@ico.gsi.gov.uk.

### How To Make A Complaint

We aim to provide a high standard of service but if you are not satisfied with the service you receive you should in the first instance contact Greenlight Insurance. If you remain dissatisfied you should contact the Customer Care Department, Highway Insurance, Highway House, 171 Kings Road, Brentwood, Essex. CM14 4EJ. Telephone: 01277 266376. E-mail customercare@highway-insurance.co.uk

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter. The address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: 0845 080 1800 or 0300 123 9 123 (from mobile or non BT lines)

E-mail: complaint.info@financial-ombudsman.org.uk

Making a complaint will not affect your right to take legal action. A copy of Highway's complaint handling procedure is available on request.

### Financial Services Compensation Scheme

If we are unable to meet our liabilities to our policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS).

The level of compensation differs depending on the type of cover:

Compulsory insurance, (e.g. third party motor), is covered for 100% of the claim.

Non compulsory insurance, (e.g. home insurance), is covered for 90% of the claim.

Further information can be obtained from:

Financial Services Compensation Scheme. 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

Telephone 020 7892 7300 or e-mail, enquiries@fscs.org.uk

### Authorisation

Highway Insurance Company Limited is authorised and regulated by the Financial Services Authority under registration No. 202972. You can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

### Cancellation

We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy, without giving any reason, by returning the policy to Greenlight Insurance. If you do cancel in the first 14 days we will refund any premium paid subject to no Claim being made on the policy.

You may cancel the policy at any time outside this 14 day period by returning your policy to Greenlight Insurance. However, no refund of premium will be given.

## Contracts (Right of Third Parties) Act 1999

Apart from us, you are the only person who may enforce all or part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Right of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interests.

### What is covered

Uninsured Loss Recovery and Personal Injury

We will negotiate to recover the Insured Person's uninsured losses and costs following a collision between the Insured Vehicle and another vehicle which:

- (a) Causes damage to the Insured Vehicle or to personal property in it; or
- (b) Injures or kills the Insured Person while he or she is in or on the Insured Vehicle.

Provided that:

- (i) The incident occurs in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- (ii) Any legal proceedings will be dealt with by a court, or other body that we have agreed to, in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will also cover an Insured Person for:

- 1) Approved Charges in respect of any hire vehicle or vehicle repairs agreed by us in writing when an Insured Person is required to pay them if the Approved Charges have not by then been recovered from the Third Party, and
- 2) Any Legal Costs agreed by us in writing which, after using reasonable endeavours, are not recovered from the Third Party, and
- 3) The Third Party's Legal Costs.

Subject in each case to the terms and conditions of this policy up to the Limit of Indemnity.

When we cannot help

We will not be able to help you unless we think it is more likely than not your uninsured losses can be recovered.

Please do not ask for help from a solicitor or hire a vehicle before we have agreed. If you do, we will not pay the costs involved even if we do accept the claim.

### Exclusions

- 1) A claim where any of the following apply:
  - a) At the time of the Qualifying Accident the Insured Vehicle was being driven in circumstances constituting a criminal offence (whether or not prosecution ensued) and we consider that the Claim has been prejudiced as a result; or
  - b) The Insured Person's motor insurer repudiates the claim in respect of the Insured Vehicle or refuses indemnity; or
  - c) The Insured Person in our reasonable opinion prejudices any Claim; or
  - d) The Insured Person unreasonably fails to accept the advice of the Representative.

- 2) Any liabilities incurred by an Insured Person arising from a claim or counterclaim against them whether or not resulting from a Qualifying Accident.
- 3) Any Qualifying Accident that took place prior to the Period of Insurance.
- 4) Any Claim reported to us more than 90 days after the Qualifying Accident.
- 5) Any Claim resulting from an incident that occurs outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- 6) Any Claim if we reasonably consider that you have failed to disclose any material facts.
- 7) Any Claim which we consider has insufficient prospects of success or where your interests can be better served by other means.
- 8) Any Legal Costs for any period subsequent to a refusal by the Representative to act further for the Insured Person for a reason, which we consider, is justified unless we agree to another Representative being instructed.
- 9) Any Claim arising out of a deliberate act or omission or which is found to our satisfaction to be of a fraudulent nature.
- 10) Any Claim relating to or resulting from any contract involving the Insured Vehicle.
- 11) Any Claim arising from the theft or attempted theft of the Insured Vehicle.
- 12) Any Claim where the Third Party cannot be traced or identified.
- 13) Any Legal Costs incurred prior to notification of the Qualifying Accident to us.
- 14) Any liabilities that can be recovered under any other insurance.
- 15) Any tax an Insured Person can recover in any other way.
- 16) Fixed penalties, fines and exemplary damages awarded against an Insured Person.
- 17) Any dispute arising from defective repairs, mechanical breakdown or general maintenance of the Insured Vehicle.

## General Conditions

For the purpose of these conditions any reference to you or your shall be deemed to include any Insured Person

### 1. You must

- a) Take reasonable steps to minimise the amount of a Claim;
- b) Notify us immediately in writing if you become aware that as a result of the Qualifying Accident civil or criminal proceedings may be issued against you;
- c) Send us or the Representative all letters, notices and communications you receive regarding the Claim and/or Qualifying Accident;
- d) Comply fully with the terms and conditions of the agreement with any service provider or supplier agreed by us and cooperate with them, us and the Representative;
- e) Disclose to us promptly all information we request concerning the Claim and instruct the Representative to do the same;

- f) Have your Legal Costs or the Third Party's Legal Costs taxed, assessed or audited, if requested to do so;
- g) Tell us or the Representative at once of all offers you receive to settle all or part of the Claim and you must not accept any offer without our written consent;
- h) Attend court if requested to do so;
- i) Always act in good faith with us, any Representative and any service provider or supplier agreed by us;
- j) Do anything else we may reasonably require;
- k) Instruct the Representative to do anything else we may reasonably require;
- l) Pay us any monies you receive in respect of sums that we have paid under the terms of this policy.

## **2. We may**

- a) Even before (i) full and final settlement of a Claim or (ii) any payment is made hereunder, or (iii) after payment of a sum pursuant to clause 2c, exercise all rights and clauses accruing to you and take over and conduct in your name the prosecution, pursuit or settlement of any Claim and/or the defence of any claim made against you arising out of a Qualifying Accident;
- b) Refuse any further cover if you do not accept what is a reasonable offer to settle a Claim;
- c) Pay you all or part of the amount of a Claim and if so, we may choose whether or not to pursue recovery of that sum;
- d) Cancel this insurance by giving you 21 days written notice and refund an appropriate proportion of the premium; this will not affect any Claims being handled by the Representative before cancellation;
- e) Settle a Claim on such terms as we consider fit even if this means that you are unable to pursue losses arising from the Qualifying Accident if you fail to give instructions to us or the Representative despite three written requests;
- f) Pay any cheques made out in your name into our bank account if they include any amount covered by this policy, even if they are marked 'Account Payee Only' or similar or include other money due to you. If this happens we will immediately send the other money to you;

## **3. Insufficient Prospects of Success**

If at any time we consider a Claim has insufficient prospects of success or your interests can be better served by other means we shall write to you explaining our decision and we will not be required to make any further payment in respect of Legal Costs. If there is no barrister's opinion which supports our view, then within seven days of receiving our letter you may write to us to obtain one at your expense. If that opinion does not support our view we will continue the cover for Legal Costs and pay the cost of the opinion.

## **4. Additional conditions applicable to Claims for Legal Costs**

Without restricting our rights in General Condition 2a, you must instruct our choice of Representative up to the time when legal proceedings are in prospect, but if we agree to these taking place you may at any time prior to the issue of proceedings nominate a solicitor who will comply with our standard terms of instruction to be the Representative. In making your nomination you must have regard to the duty to keep the costs of your Claim to a minimum. We may then ask you to nominate an alternative or offer you a choice of at least two other solicitors.

We will notify you promptly if at any time we consider our interests conflict with yours and you will then be able to nominate a solicitor in accordance with this paragraph.

#### **5. Arbitration**

If there is a dispute between you and us, relating to this policy, either side may refer it to the arbitration of a single arbitrator who will be either a solicitor or a barrister, to be agreed between you and us, failing agreement, the Law Society shall name an arbitrator whose decision shall be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the Insured Person or us, the arbitrator will decide how you and we will share the costs.

#### **6. Jurisdiction**

You and we are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which you reside at the inception of the contract (or, in the case of a business, the law of the country in which the registered office or principal place of business is situated) will apply. If you are not resident (or, in the case of a business, the registered office or principal place of business is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

Policy underwritten by:  
Highway Insurance Company Limited  
Highway House, 171 Kings Road, Brentwood, Essex, CM14 4EJ

## Motor Legal Expenses Insurance

Some important facts about your Motor Legal Expenses Insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

Features and benefits included automatically	Significant exclusions or limitations	Policy section information can be found in
<p>Uninsured Loss Recovery and Personal Injury.</p> <p>We, or the appointed Representative, will negotiate to recover any approved charges or uninsured losses and costs incurred following a collision between the insured vehicle and another vehicle which:</p> <p>(a) Causes damage to the insured vehicle or to personal property in it; or</p> <p>(b) Injures or kills the insured person.</p>	<p>In our sole opinion, it must be more likely than not that the insured person will recover damages.</p> <p>Approved charges and Legal Costs are limited to £100,000</p> <p>Excludes any Legal Costs incurred prior to notification of the claim to us.</p> <p>We will select a representative to help the insured person up to the time legal proceedings are required and about to be issued, whereupon we will appoint a solicitor for the insured person. We may appoint a solicitor of the Insured Person's own choice providing the solicitor agrees to act in accordance with our terms and conditions.</p>	<p>Exclusion 7</p> <p>What is covered</p> <p>Exclusion 13</p> <p>Condition 4</p>
<p><b>Territorial Limits</b> Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</p>	<p>Excludes any incident which occurs outside of the territorial limits or any legal proceedings dealt with by any court or other body outside of the territorial limits.</p>	<p>What is covered</p>

### Cancellation Right

We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy, without giving any reasons by returning the policy to Greenlight Insurance. If that happens, we will refund any premium paid subject to no claim being made on the policy.

You may cancel this insurance outside of the 14-day period by returning the policy to Greenlight Insurance. However, no refund of premium will be given.

### Making A Claim

To make any claim please call our Contact Centre (UK) on 0870 757 5455 as soon as possible following any incident.

### Complaints

We aim to provide a high standard of service but if you are not satisfied with the service you receive you should in the first instance contact Greenlight Insurance. If you remain dissatisfied you should contact the Customer Care Department, Highway Insurance, Highway House, 171 Kings Road, Brentwood, Essex. CM14 4EJ. Telephone: 01277 266376. E-mail [customer care@highway-insurance.co.uk](mailto:customer care@highway-insurance.co.uk)

If we cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service within six months of receiving our final response letter. The address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Telephone: 0845 080 1800 or 0300 123 9 123 (from mobile or non BT lines)

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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The level of compensation differs depending on the type of cover:

Compulsory insurance, (e.g. third party motor), is covered for 100% of the claim.

Non compulsory insurance, (e.g. home insurance), is covered for 90% of the claim.

Further information can be obtained from:

Financial Services Compensation Scheme. 7th Floor, Lloyds Chambers, Portoken Street, London, E1 8BN. Telephone 020 7892 7300 or e-mail, [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk).

This policy is valid for a calendar year.