

Kindertons Drivers' Club Motor Legal Expenses & Guaranteed Hire Vehicle Policy

Master Certificate Number LES/1007/1497

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Policy Summary

Some important facts about the Drivers' Club Motor policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so you will need to take time to read the insurance policy wording to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

Name Of Insurer

This insurance is administered by Legal Insurance Management Ltd, arranged by Kindertons Holdings Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Legal Insurance Management, Kindertons Holdings Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Name Of Coverholder

The policy is administered on behalf of the insurers by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

Section 1 – Motor Uninsured Loss Recovery

Type Of Insurance

The policy is designed to cover the cost of professional fees charged by a solicitor following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy Schedule issued.

Significant Features And Benefits

The policy includes the following features (unless specifically excluded by the policy Schedule issued), which are fully explained in detail in the policy wording. The limit of indemnity provided will be shown on the policy Schedule issued.

Limit Of Indemnity

Any One Claim £50,000

Any One Period of Insurance £50,000

Unless detailed otherwise below.

| Section of Cover | Cover Provided | Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list) |
|--|--|--|
| Section 1a - Personal Injury | Professional fees resulting from the death of or personal injury to an Insured Person. | Any claim arising from a stress or psychological related condition. |
| Section 1b - Uninsured Losses Recovery | The recovery of uninsured losses resulting from a road accident in your Insured Vehicle. | |
| Section 1c - Motoring Criminal Prosecution | Defending a criminal prosecution brought against You as a result of a driving offence where Your driving licence is at risk of being revoked or suspended. | Subject to there being reasonable prospects of success in defending the prosecution. Any Professional Fees relating to an allegation that the Insured Person was driving under the influence of alcohol or drugs. |
| Legal Helpline | Free access to legal advice & assistance. | The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation and is not intended to replace the services of a solicitor. |

Section 1 - Significant And Unusual Exclusions Or Limitations

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation.

Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- 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 and appoint a specialist of our choice to act on your behalf.
- We may limit the Professional Fees that we will pay under the policy where we consider it is unlikely a reasonable settlement of the claim will be obtained, the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim or where there are insufficient prospects of obtaining recovery of any sums claimed.
- 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 the policy.
- If Legal Proceedings have been agreed by us you may at that 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 the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of a Professional prior to making contact with us any costs that you incur are not covered by this Insurance.
- 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 the policy. Failure to do so could mean that we decline to pay a claim for your professional fees.
- The jurisdiction and territorial limits of the policy is England, Scotland, Wales and Northern Ireland.
- 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.

Section 2 - Guaranteed Hire Vehicle

Type Of Insurance

The policy is designed to arrange for a Hire Vehicle to be provided by an approved Hire Vehicle Company whilst yours is rendered Un-Driveable, or where we cannot provide a Hire Vehicle we will reimburse your transportation costs, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy Schedule issued.

Significant Features And Benefits

The policy includes the following features (unless specifically excluded by the policy Schedule issued), which are fully explained in detail in the policy wording.

Limit Of Indemnity

In the event that a Hire Vehicle cannot be provided, the maximum amount We will pay for transportation costs shall be £20.00 plus VAT per day.

A maximum of 1 claim can be covered under this insurance policy in any one Period of Insurance.

| Section of Cover | Cover Provided | Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list) |
|---|--|--|
| Section 2 - A road traffic collision (excluding if due to glass damage only) fire, attempted theft, theft of parts, malicious damage, un-recovered theft of the Insured vehicle or damage to the Insured vehicle engine as a result of misfueling. | If the Insured Vehicle is damaged and rendered Un-Driveable by an Event which occurs within the Territorial Limits, We will arrange for a Hire Vehicle for Your use only until the Insured Vehicle is repaired or in the case where Your Insured Vehicle is declared a total loss by Your motor insurer, until 3 days following payment having been issued to You in settlement of Your Motor Insurance Claim which ever is the earlier and not exceeding the Limit of Indemnity. If due to circumstances beyond Our control, including but not limited to where You do not meet the eligibility criteria of the Hire Vehicle Company, We cannot arrange a Hire Vehicle for You We may, at Our discretion, reimburse transportation costs up to the Limit of Indemnity for the duration of the Hire Period. | <ol style="list-style-type: none"> 1. Any Insured Vehicle used in any way for hire or reward including courier work. 2. Any charges imposed by the Hire Vehicle Company for additional drivers to be included. 3. Any claim which has not been reported to Us within 14 days of the Event giving rise to the claim occurring. 4. Any provision of a Hire Vehicle where a Hire Vehicle is already available under any other insurance or other means. 5. Any further Hire Vehicle charges incurred after the Hire Period has expired or the Insured Vehicle has been repaired. |

Section 2 - Significant And Unusual Exclusions Or Limitations

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- Any claim made within 14 days of the first Period of Insurance when the policy originally inceptioned.
- We may limit the period of cover to the number of days specified on the policy Schedule or where due to circumstances beyond our control we cannot arrange a Hire Vehicle for you we may at our discretion reimburse transportation costs up to the Limit of Indemnity for the duration of the Hire Period.
- At conclusion of the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of anyone prior to making contact with us any costs that you incur are not covered by this Insurance.
- This is a policy where you must notify us during the Period of Insurance and within 14 days of any circumstances which may give rise to any claim under the policy. Failure to do so could mean that we decline to pay a claim.
- The Territorial Limits of the policy are England, Scotland, Wales and Northern Ireland.
- It is your responsibility to ensure that adequate motor insurance cover applies to the Hire Vehicle whilst in your custody and the Hire Vehicle is covered by an insurer authorised and regulated by the Financial Conduct Authority.
- Any damage caused to the hire vehicle is your responsibility.
- You must comply with the Terms and Conditions of the Hire Vehicle Company.
- When taking possession of the Hire Vehicle you must produce your Full UK Driving Licence and any other identification as reasonably required by the Hire Vehicle Company.

Section 1 & 2 - Duration Of The Contract

The cover provided by the policy is normally for a twelve month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

Section 1 & 2 -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:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) 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 Insurances (Disclosure and Representations) Act 2012.

Section 1 & 2 -Claims Notification

The person insured by the policy should report immediately (and in accordance with the policy terms and conditions during the period of insurance) any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy Schedule. For claims made under Section 2 of the policy, a claim form will be dispatched for completion by the Insured Person and should be returned to the address shown below.

Please note that we will not enter into dialogue or correspond with anyone other than the Insured Person or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

Kindertons Accident Management
 Marshfield Bank
 Crewe
 Cheshire
 CW2 8UY

Section 1 & 2 - Complaints Procedure

In the event of a complaint arising under this Insurance, you should in the first instance write to the Managing Director of Legal Insurance Management Ltd at:-

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

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service
 Exchange Tower
 London
 E14 9SR

T: 0300 123 9123
 E: complaint.info@financial-ombudsman.org.uk
 W: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Section 1 & 2 - Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.