

Kindertons Motor Legal Expenses Insurance

Master Certificate Number LES/1007/1912

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Policy Summary

Some important facts about the Motor Uninsured Loss Recovery 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 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.

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 Ltd, 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.

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)
Personal Injury	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.	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	A road accident involving the Insured Vehicle and resulting in uninsured losses being incurred by an Insured Person.	
Motor Prosecution Defence	Defending a prosecution brought against You as a result of a driving offence punishable by penalty endorsement or where Your driving licence is at risk of being revoked or suspended.	
Motor Consumer Dispute	1. the pursuit or defence of any claim arising out of the sale, purchase, hire purchase or lease of the Insured Vehicle; 2. the pursuit or defence of any claim relating to the testing, servicing or repair of the Insured Vehicle where the amount is in dispute; 3. the pursuit or defence of any claim relating to testing, servicing or repair of the Insured Vehicle excluding claims less than £100 or in excess of £10,000.	
Pothole Damage	Professional Fees incurred in pursuing a relevant local authority for damage caused to an Insured Vehicle on a public highway as a consequence of a pothole.	Excluding:- 1. Any legal action where the Insured Person does not have reasonable Prospects of Success.
Illegal Clamping & Towing	Professional Fees incurred in pursuing the recovery of illegal clamping or towing fees related to the Insured Vehicle.	
Unenforceable Parking Fines	Professional Fees in the appeal to the local authority or independent adjudicator against an unenforceable parking fine.	
Motor Insurance Database Disputes	You are covered for Professional Fees for representation of Your legal rights in a dispute with the police and/or other government agency in the event Your Vehicle is seized following a failure in the communications between Your Insurer and the Motor Insurance Database resulting in incorrect information about You or Your Vehicle being recorded on that database.	
Uninsured Driver Motor Insurers Bureau Recovery	Where the driver at fault is uninsured or cannot be traced, We will assist You in making a claim to the Motor Insurers Bureau	Claims for property damage of less than £300 where the driver at fault cannot be traced.
Vehicle Identity Theft	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.	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:
- contact the Vehicle Identity Theft Service on 01384 397757.
 - make sure that they are in possession of the V5C vehicle registration certificate (log book)
 - file a Police report within 12 hours of discovering the Vehicle Identity Theft
 - notify the appropriate Vehicle Authority of the Vehicle Identity Theft within 12 hours of discovering the Vehicle Identity Theft
 - fill out and return any claim forms including an authorisation for Us to obtain records and other necessary information, if these are applicable
 - 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
 - immediately send Us copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered
 - 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 Conditions

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- 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
- to make sure that all information supplied as part of your application for cover is true and correct
- 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 should tell Us in writing within 30 days and must tell Us in writing within 180 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 reasonable prospects of success in pursuing or defending Your claim and that it is sensible 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 sensible 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 providing that all the terms and conditions of this policy have been complied with.

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.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of 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.
2. 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.
3. 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 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.

Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents 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. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

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:

- 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.

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 – 03435 094 900

Section 3-9: Claims Notification & Advice Helpline Service - 01384 377000

Section 10: 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 write to: -

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

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 9 123

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

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.