

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

Master Certificate Number LES/1007/1497

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.

All potential claims must initially be reported to Our appropriate Claims Helpline services detailed below:-

Motor Uninsured Loss Recovery Notification & Advice Helpline Service – 0343 515 9666

Under this section of the policy:

You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to a Motor Uninsured Loss Recovery claim under this policy. Failure to do so could mean that We decline to pay Your claim.

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
- appoint a specialist of Our choice to act on Your behalf.
- We may limit the Professional Fees that We pay under the policy where:-
 1. We consider it is unlikely a reasonable settlement of Your claim will be obtained; or
 2. there is insufficient prospects of obtaining recovery of any sums claimed; or
 3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.
- If Legal Proceedings have been agreed by Us, You may at this 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 Your claim if You are awarded any costs (not Your damages), these must be paid to Us.

Guaranteed Hire Vehicle Helpline Service – 0343 515 9666

Under this section of the policy:

- You must notify Us during the Period of Insurance and within 14 days of any circumstances of any incident, accident or theft giving rise to a Guaranteed Hire Vehicle claim under this policy. Failure to do so could mean that We decline to pay Your claim.

If the Insured Vehicle is rendered Un-Driveable by an Event and the incident occurs within the Territorial Limits We will:-

- Arrange for a Hire Vehicle from an approved Hire Vehicle Company for Your use as soon as reasonably possible but only until the Insured Vehicle is repaired or
- in the case where Your vehicle is declared a total loss by Your motor insurer, until 3 days following the payment has been issued to You in settlement of Your Motor Insurance Claim which ever is the earlier and not exceeding the Claim Limit.

Please note that if You engage the services of anyone prior to making contact with the Claims Helpline Service and incur any costs without our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

Important Policy Information

All potential claims must initially be reported to the Claims Helpline service.

Motor Uninsured Loss Recovery Notification & Advice Helpline Service telephone number is: 0343 515 9666	Operates 24 hours a day 365 days a year.
Guaranteed Hire Vehicle Helpline Service is: 0343 515 9666	
If You wish to make a claim or You have a query relating to policy cover You should contact:	Kindertons Accident Management Marshfield Bank Crewe Cheshire CW2 8UY
Please note that the Claims Notification & Legal Helpline service is not empowered to give advice on the admissibility of any claim under this policy.	

Policy Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Agent

The Agent appointed by the Coverholder to transact this insurance with You.

Authorised Professional

A solicitor, counsel, mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

Claims Handler

Kindertons Accident Management or other appropriately qualified persons appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

Kindertons Accident Management are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fsa.gov.uk/pages/register.

Claim Limit(s)

Section 1 - The sums specified in the Schedule being the maximum We will pay including Insured Events related by time or cause.

Section 2 - 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.

Court

A Court, tribunal or other competent authority.

Event

Section 1 - The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

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

Excess

The first amount of each and every claim as detailed on the Schedule or Insured Event.

Hire Period

The maximum period that We will pay for the Hire Vehicle or transportation costs as shown within the Schedule.

Hire Vehicle

The class of vehicle designated on Your policy Schedule.

Hire Vehicle Company

The company that We instruct to provide You with the Hire Vehicle.

Insured Person

The Policyholder and any other person authorised by You to drive or to be a passenger in or on the Insured Vehicle.

Insured Vehicle

The motor vehicle identified as the Insured Vehicle in Your motor insurance Schedule.

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.

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

Motor Insurance Claim

A claim made by You against Your existing motor insurance policy or against a Third Party.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

Professional Fees

Legal fees and costs reasonably and properly incurred by the Authorised Professional, with Our prior written authority, including costs incurred by another party for which You are made liable by Court Order or may pay with Our consent in pursuit of a civil claim within the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

Professional Fees shall not include any shortfall in costs between those allowable by the Courts or stipulated by legislation and those incurred by the Authorised Professional or any legal fees, costs, disbursements, or expenses which only become payable as a consequence of You entering into a Damages Based or Conditional Fee Agreement.

Prospects of Success

At least a 51% chance of the Insured Person(s) achieving a favourable outcome.

Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

Territorial Limits

England, Scotland, Wales and Northern Ireland.

Third Party

The other person(s) and/or party(s) responsible for the Event giving rise to a claim under this policy.

Time of Occurrence

Civil Cases - when the Event occurred or commenced whichever is the earlier.

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

Un-Driveable

The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of an insured Event.

We, Us, Our

UK General on behalf of Great Lakes Insurance SE.

Insured Events**Section 1 - Motor Uninsured Loss Recovery**

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy Excess if applicable, We will pay Your claim in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Claims Limits subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the event.

Section 1a - Personal Injury**What is Covered?**

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.

What is Excluded?

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.

Section 1b - Uninsured Loss Recovery**What is Covered?**

A road accident involving the Insured Vehicle and resulting in uninsured losses being incurred by an Insured Person.

Section 1c - Motoring Criminal Prosecution**What is Covered?**

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.

What is Excluded?

Excluding:-

1. any Professional Fees relating to an allegation that the Insured Person was in control of the vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
2. any claim where an Insured Person (not being the Policyholder) is driving under a 'driving other cars' extension to their motor insurance policy.
3. claims arising out of the use of an Insured Vehicle by an Insured Person for racing, rallies, trials or competitions of any kind.
4. travelling expenses, subsistence allowance, or compensation for absence from work in pursuit of an Insured Person's claim.
5. any claim if an Insured Person has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the Event.
6. Any Professional Fees relating to an allegation of violent behaviour.

Section 1 - Motor Uninsured Loss Recovery - General Policy Exclusions

This insurance does not cover:

1. Professional Fees incurred:-
 - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance.
 - b) where the Insured Person should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
 - c) before Our written acceptance of a claim.
 - d) before Our approval or beyond those for which We have given Our approval.
 - e) where You fail to give proper instructions in due time to Us or to the Authorised Professional.
 - f) where You are responsible for anything which in Our reasonable opinion prejudices Your case.
 - g) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You.
 - h) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your Responsibility.
 - i) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice.
2. The pursuit continued pursuit or defence of any claim if We consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
3. Claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional.
4. Appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable chance of success.
5. Any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
6. Damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator.
7. Claims arising from an Event arising from Your deliberate act, omission or misrepresentation.
8. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
9. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
10. Any direct or indirect consequence of:
Irradiation, or contamination by nuclear material; or
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
11. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
12. Legal Proceedings outside the Territorial Limits and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
13. A dispute which relates to any compensation or amount payable under a contract of insurance.
14. A dispute with Us not dealt with under the Arbitration Condition.
15. An application for judicial review.
16. Any Professional Fees incurred in defending or pursuing new areas of law or test cases.
17. Any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme where this applies.
18. Any claim where Your motor insurer is entitled to repudiate Your motor policy or refuse to pay Your claim.
19. Any claim where an Insured Person (not being the Policyholder) is driving under a 'driving other cars' extension to their motor insurance policy.
20. Claims arising out of the use of an Insured Vehicle by an Insured Person for racing, rallies, trials or competitions of any kind.
21. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an Insured Person's claim.
22. Any claim if an Insured Person has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the Event.
23. Claims made by an Insured Person against any authorised passenger in the Insured Vehicle.
24. Claims for passengers where there is a conflict of interest between You or the authorised driver and any other passenger(s).

Section 1 - Motor Uninsured Loss Recovery - Policy Conditions

You must tell Us in writing within 30 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 sufficient Prospects of Success in pursuing or defending Your claim and that it is reasonable 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 reasonable 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.

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.

Section 2 - Guaranteed Hire Vehicle

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

We will provide You with a Hire Vehicle up to the Claim Limit detailed below subject to the terms, conditions and exclusions of this policy, arising from an Event within the Territorial Limits where You notify Us during the Period of Insurance and within 14 days of the Time of Occurrence.

Section 2 - Road Traffic Accident, Fire or Theft

What is Covered?

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 Claim Limit.

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 Claim Limit for the duration of the Hire Period.

What is Excluded:-

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 charges incurred before Our approval or beyond those for which We have given Our approval.
4. Any claim made within 14 days of the first Period of Insurance when the policy originally inceptioned.
5. Use of the Hire Vehicle outside the Territorial Limits.
6. Any excess that the Hire Company applies following an accident, fire or theft involving the Hire Vehicle.
7. All fuel, fares and fines relating to the Hire Vehicle whilst it is in Your possession, including any administration fee which may be imposed by the Hire Vehicle Company.
8. Any claim which has not been reported to Us within 14 days of the Event giving rise to the claim occurring.
9. Any provision of a Hire Vehicle where a Hire Vehicle is already available under any other insurance or other means.
10. Any further Hire Vehicle charges incurred after the Hire Period has expired or the Insured Vehicle has been repaired.
11. The provision of a Hire Vehicle for an Event when the Event occurred prior to the inception of the insurance or after the Period of Insurance.
12. Any claim if You have never held (or have been disqualified from holding or obtaining) a driving licence at the time of the Event.
13. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
14. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
15. Any direct or indirect consequence of:
Irradiation, or contamination by nuclear material; or
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
16. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Section 2 - Guaranteed Hire Vehicle - Policy Conditions

If the Insured Vehicle is involved in a road traffic collision, fire, attempted theft or incurs theft of parts or malicious damage, is stolen but not recovered, or incurs damage to the engine as a result of misfueling, You must report this to the Claims Handler as soon as possible or at the latest within 14 days after the Event about any matter, which could result in a claim being made under this Policy, and You must obtain Our consent to incur Hire Vehicle charges.

If You can satisfy Us that there is a valid claim under this insurance We will appoint the Hire Vehicle Company to contact You directly with a view to getting You mobile again as soon as reasonably possible. You will receive a copy of the Hire Vehicle Company's terms and conditions. It is a condition of this policy that You comply fully with the terms and conditions of the Hire Vehicle Company.

If You wish to take advantage of any options the Hire Vehicle Company may offer the cost of these upgrades and any administration fee will be Your responsibility.

Conduct of Claim

1. You shall at all times co-operate with Us and provide to Us and the Claims Handler any evidence, documents and information of all material developments within a reasonable time scale and shall attend upon the Claims Handler when so requested at Your own expense.
2. The Event that gives rise to a claim on this policy must have been reported to Your motor insurers and You must be actively pursuing repairs and/or settlement.
3. We shall have direct access at all times to and shall be entitled to obtain from the Claims Handler 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 Claims Handler which may be required for this purpose. You or Your Claims Handler shall notify Us immediately in writing of any offer or payment made with a view to settlement of Your Motor Insurance Claim.
4. We will not be bound by any promise or undertaking given by You to any other party without Our prior agreement.
5. Upon conclusion of the Hire Period We can take over and if necessary conduct proceedings in the name of the Insured Person to recover the hire costs of the Hire Vehicle or reimbursement of transport costs from the Third Party. The Insured Person must pay Us any sums by way of costs, charges or fees directly recovered from the Third Party to the extent of the sums paid under this policy.
6. If 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 Claim Limit for the duration of the Hire Period. This may include your personal driving record not meeting the eligibility criteria of the Hire Vehicle Company.

The Hire Vehicle

- a) You should comply fully with the terms and conditions of the Hire Vehicle Company.
- b) The Hire Vehicle is covered for use within the Territorial Limits only.
- c) It is Your responsibility to ensure that the Hire Vehicle is covered by a valid motor insurance policy issued by an insurer authorised and regulated by the Financial Conduct Authority and is adequate for Your use and needs. The Insured Person may have to purchase comprehensive insurance for the Hire Vehicle should they not meet the eligibility criteria of the insurance offered by the Hire Vehicle Company.
- d) It is Your responsibility to immediately report any problems with the Hire Vehicle to the Hire Vehicle Company.
- e) Any damage caused to the Hire Vehicle and any associated costs will be the responsibility of the Insured Person.

Identification

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.

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:

- a) 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
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) 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.

Recovery of Costs

You should take all reasonable 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.

Reasonable Care

You must take all reasonable steps 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 and under European Law where applied in the United Kingdom.

Claims & Helpline Service

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.

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 €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.

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.