

# shield

## TOTAL INSURANCE

### Motor Legal Expenses

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

**Who does it cover?**

- The policyholder;
- Any other person entitled to ride or drive the **vehicle** covered under the **motor insurance policy**.

**What criteria apply?**

- The policyholder must have valid motor insurance throughout the duration of the motor legal expenses insurance;
- The **vehicle** must be specified in the **motor insurance policy** and driven or ridden by a person entitled to do so.

**Important information**

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

**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 or renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current schedule, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.

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**Legal Advice Helpline**

**Your** call will be answered 24 hours a day to provide **you** with confidential telephone advice about any personal legal problem in the United Kingdom, Isle of Man or Channel Islands. Please note that **we** may need to arrange a call back if **you** need specialist legal advice.

To contact the helpline, call: **0333 241 3381** quoting the reference 'Motor Legal Expenses'.

**How to make a claim**

Any person who is covered by this policy may make a claim. In the event of a claim, please contact **us** as soon as is practicable after the date of the **insured event**, giving **us** as much information as **you** can about what has happened before **you** incur any costs.

On receipt of **your** claim, **we** will estimate the likely value of **your legal action** and determine whether it is a **small claim**. In the event that it is a **small claim we** will allocate **your legal action** to a **claims handler** for

Coplus is a trading name of Motorplus Limited. Registered in England and Wales with Company No. 03092837.  
Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA.  
Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.  
Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657).

**assistance services** and all other **legal actions** to a **panel solicitor** according to General Condition 2.

Telephone: **0333 241 9580**  
Email: [claims@coplus.co.uk](mailto:claims@coplus.co.uk)

Or **you** can write to **us** at:  
Coplus  
Floor 2  
Norfolk Tower  
48-52 Surrey Street  
Norwich  
NR1 3PA

**Our** claims line is open 24 hours a day, 365 days a year to assist **you**.

In order for **us** to help **you** more efficiently, please quote 'Motor Legal Expenses' in all communications.

If an accident occurs:

- Write down the details of each **vehicle** and driver;
- Take the names and addresses of any witnesses;
- Take photographs of the incident if it is safe to do so; and
- Make a note of any CCTV coverage in the area.

**Please remember:**

In the event of a **legal action** for personal bodily injury, **we** have the right to have a medical examination carried out on any injured person at **our** expense.

**Important**

Please do not appoint **your** own representative before **we** have accepted **your** claim. If **you** do so, **we** will not be liable for any costs incurred even if **we** subsequently accept **your** claim.

**How to make a complaint**

**We** hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at:

Quality Assurance Manager  
Coplus  
Floor 2  
Norfolk Tower  
48-52 Surrey Street  
Norwich  
NR1 3PA

Telephone: **0333 241 9580**  
Email: [qtmial@coplus.co.uk](mailto:qtmial@coplus.co.uk)

It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** call **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: **0800 023 4567**

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Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Limited 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.

Motorplus Limited t/a Coplus 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 from [https://register.fca.org.uk/ShPo\\_FirmDetailsPage?id=001b000003ejWCjAAM](https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM)

### Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>

### Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also 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** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

### Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this policy.

### Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under the policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

### Your Agreement with Others

This contract of insurance is personal to **you** the policyholder and **us**.

**We** will not be bound by any agreement between **you** and **your appointed representative**, or **you** and any other person or organisation.

**You** may not assign any of the rights under this policy without **our** express prior written consent.

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### Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its 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 obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### Renewal procedure

The term of **your** Motor Legal Expenses policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

### Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

### Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

### General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

<b>Adverse costs:</b>	Any <b>legal costs</b> , including profit costs, <b>disbursements</b> , VAT and interest, which <b>you</b> are ordered to pay by order of the court or have agreed with the <b>opponent</b> to pay with <b>our</b> prior written agreement. These may include for example, the <b>opponent's</b> solicitor's fees, barrister's fees or expert's fees.
<b>Appointed representative(s):</b>	The <b>panel solicitor</b> or <b>non-panel solicitor</b> , solicitors' firm, barrister or other suitably qualified person appointed or approved by <b>us</b> to act on <b>your</b> behalf.
<b>Assistance Services:</b>	Uninsured loss recovery and other services provided by the <b>claims handler</b> for <b>small claims</b> .
<b>Civil proceedings:</b>	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands.
<b>Claims Handler:</b>	<b>Us</b> or a suitable third party appointed by <b>us</b> to act on <b>your</b> behalf where <b>your legal action</b> is a <b>small claim</b> .
<b>Damages:</b>	Any <b>uninsured losses</b> incurred in connection with an <b>insured event</b> and/or any sum that a court says <b>your opponent</b> must pay or money <b>your opponent</b> agrees to pay to settle <b>your legal action</b> .
<b>Disbursements:</b>	Any costs reasonably incurred by an <b>appointed representative</b> on <b>your</b> behalf in connection with <b>your legal action</b> in respect of services supplied by a third party. Disbursements may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees.
<b>Insured event:</b>	An incident which gives rise to a <b>legal action</b> which occurs within the <b>period of insurance</b> and within the <b>territorial limits</b> involving the <b>vehicle</b> and the vehicle of a third party (including collisions) which: <ol style="list-style-type: none"><li>i. causes damage to <b>your vehicle</b>; and/or</li><li>ii. causes damage to any personal belongings within or on the <b>vehicle</b>; and/or</li><li>iii. causes <b>your</b> death or bodily injury whilst <b>you</b> are travelling in or on the <b>vehicle</b>, or getting into or out of or on or off the <b>vehicle</b>; and/or</li><li>iv. any other <b>uninsured losses</b> (including but not limited to alternative transportation costs, should <b>your vehicle</b> be unusable following an accident and loss of earnings as a result of an accident requiring <b>you</b> to take time off work).</li></ol>

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<b>Insurer:</b>	UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.
<b>Legal Action:</b>	The pursuit of losses or <b>damages</b> against a third party arising from an <b>Insured event</b> .
<b>Legal costs:</b>	Professional legal fees and/or expenses reasonably incurred by the <b>appointed representative</b> whilst acting for <b>you</b> in the pursuit of a <b>legal action</b> and which <b>you</b> are bound to pay.
<b>Motor insurance policy:</b>	The policy of motor insurance for <b>your vehicle</b> which has been issued in accordance with the requirements of the Road Traffic Act 1988.
<b>Non-panel Solicitor:</b>	A solicitor appointed by <b>you</b> and approved by <b>us</b> to represent <b>you</b> following an <b>insured event</b> which is not a <b>panel solicitor</b> .
<b>Opponent:</b>	The third party responsible for the accident or collision which has given rise to an <b>insured event</b> under this policy and against whom <b>you</b> wish to bring a <b>legal action</b> .
<b>Panel solicitor:</b>	A solicitor recommended by <b>us</b> to <b>you</b> in the event of a <b>legal action</b> , to act on <b>your</b> behalf and provide assistance.
<b>Part 36 Offer:</b>	Any offer made to settle a <b>legal action</b> , where blame is accepted or not, made by either party throughout the <b>legal action</b> . To be accepted, the offer must: <ul style="list-style-type: none"><li>• be in writing;</li><li>• call itself a Part 36 Offer;</li><li>• be open for at least 21 days, when the offeror will pay the <b>opponent's</b> costs, if accepted;</li><li>• specify if the offer covers the whole <b>legal action</b>, part of it, or an issue that arises in it and, if so, which;</li><li>• advise whether any counterclaim is factored in.</li></ul>
<b>Period of insurance:</b>	The period of 12 calendar months beginning with the date of inception of this Motor Legal Expenses Policy.
<b>Proportionate:</b>	Where the costs of pursuing a <b>legal action</b> do not exceed the value of the likely award of <b>damages</b> . When deciding whether the <b>legal action</b> is proportionate <b>we</b> will consider the factors set out in General Condition 9.
<b>Reasonable prospects:</b>	A greater than 50% chance that <b>you</b> will be successful in <b>your</b> pursuit and that <b>you</b> will make a successful recovery.
<b>Small Claim:</b>	<b>A legal action</b> which <b>we</b> determine would be, or is actually allocated to the small claims track by a court under the Civil Procedure Rules as amended from time to time. The small claims track is the procedure for making low value claims for <b>damages</b> where the recovery of <b>legal costs</b> is limited. The limit under which a <b>legal action</b> is determined to be a small claim is set by the Civil Procedure Rules and may change from time to time.
<b>Territorial limits:</b>	The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
<b>Terrorism:</b>	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
<b>Uninsured losses:</b>	Any loss directly arising from an <b>insured event</b> that is not covered by any other insurance policy.

**Vehicle:** The vehicle(s) specified in the **motor insurance policy** which was being driven or ridden by a person entitled to drive or ride it, together with any caravan or trailer attached to the vehicle at the time of any event which gives rise to a **legal action**.

**We/our/us:** Motorplus Limited t/a Coplus.

**You/Your:** The named holder of this policy, who lives in the United Kingdom, the Channel Islands or the Isle of Man, together with any other person who is entitled to drive or ride the **vehicle** under the **motor insurance policy** who is also resident in United Kingdom, Northern Ireland, the Channel Islands or the Isle of Man (but not including any other person who is a passenger or pillion passenger in or on the **vehicle**).

### Cover

Upon payment of the premium; the **insurer** will indemnify **you** in respect of the **legal costs, adverse costs and disbursements** incurred in bringing a **legal action** against a third party in consequence of an **insured event** up to an aggregate limit of £100,000 for any one **insured event** provided that the **legal action**:

- i) relates to an **insured event**;
- ii) has been notified to **us** as soon as practicable after the date of the **insured event**; and
- iii) can be dealt with by a court of competent jurisdiction within the **territorial limits**.

### Cover Conditions

**We** will provide this cover provided that:

- i) Any claim is reported to **us** as soon as practicable following an **insured event**. **We** shall have the right to reject any claim under this policy where **your** delay in notifying **us** has adversely affected the likely outcome of **your** claim;
- ii) **Your legal action** has **reasonable prospects** of success;
- iii) The **legal action** can be pursued in a **proportionate** manner, unless otherwise agreed by **us**;
- iv) The **insured event** occurred within the **territorial limits** and within the **period of insurance**;
- v) The **insured event** was the fault of the **opponent**;
- vi) **You** do not deliberately mislead **us** or the **appointed representative** or exaggerate the claim and/or **legal action** or bring any false or contrived claims and/or **legal action**;
- vii) **We** have given written approval to pursuing a **legal action** prior to **you** commencing any legal proceedings or making an appeal;
- viii) **You** follow **our** or the **appointed representative's** advice and provide any information they ask for;
- ix) **Your appointed representative** follows the requirements set out in the **appointed representative conditions**.

### General Conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

#### 1. Claims

- a) **You** will give notice to **us** as soon as practicable following an **insured event**;
- b) **You** will take all steps necessary to assist in the recovery of **legal costs, disbursements and adverse costs** from a third party where appropriate and where **you** are able to do so;
- c) All **legal costs, disbursements and adverse costs** may be subject to an independent assessment to ensure that they have been incurred reasonably;
- d) All **legal costs, disbursements and adverse costs** and any other costs may only be incurred with **our** prior consent;
- e) **Legal costs, disbursements and adverse costs** will not be paid on an interim basis throughout a **legal action**;
- f) **You** will not enter or offer to enter into any negotiation to settle the **legal action** without **our** prior written approval to do so;

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- g) **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the **legal action**. This includes agreeing to settle by way of a **Part 36 offer**;
- h) If an offer of settlement (which may include a **Part 36 offer**) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;
- i) **You** will not withdraw from any **legal action** without **our** permission to do so;
- j) **You** must attend court or any expert examination where asked to do so;
- k) In some circumstances, where **we** decide it is appropriate including but not limited to where **we** consider bringing a **legal action** would not be **proportionate**, the **insurer** may elect to pay **you** the sum of **damages** that **you** are seeking and then end or not begin **civil proceedings**, and the **insurer** will not be liable for any further costs incurred;
- l) **We** reserve the right to:
  - i) take over any **legal action** or **civil proceedings** at any time and conduct them in **your** name;
  - ii) negotiate or settle any **legal action** or **civil proceedings** on **your** behalf;
  - iii) contact **you** directly at any point concerning **your legal action**.
- m) **You** must respond to **us** promptly in all matters relating to a claim and/or **legal action**, within 14 days unless **we** are satisfied that there is a reason why this is not possible.

## 2. Appointed representative

- a) For **legal actions**:
  - i. before legal proceedings are issued, **we** will instruct a **panel solicitor** to act for **you** to pursue or settle any **legal action** **we** have accepted in accordance with the terms and conditions of this policy;
  - ii. should legal proceedings need to be issued or where there is a conflict of interest, **you** can appoint a **non-panel solicitor** of **your** own choice. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**;
  - iii. if **you** appoint a **non-panel solicitor** then the **non-panel solicitor** must agree to the terms specified in section 2d. If there is any dispute over **your** choice of **non-panel solicitor** **we** will ask **you** to nominate an alternative. If, after **you** have done so, **we** are still not able to agree, **you** may escalate the matter in accordance with General Condition 5 – Arbitration of this policy. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint a **panel solicitor** in order to protect **your** interests in any legal proceedings.
- b) If **you** do choose to appoint **your** own **non-panel solicitor**, this insurance will not cover **legal costs** and **disbursements** greater than the costs that **our panel solicitor** would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the **legal action** and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;
- c) The **appointed representative** will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your appointed representative**, providing all necessary information and assistance to them as required;
- d) Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms.
- e) **You** agree to **us** having access to the **appointed representative's** file relating to **your legal action**. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

## 3. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker 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.

**You** may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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 the **insurer** reasonably suspects 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 accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels 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 the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** 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. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

#### 4. Counsel's Opinion

Where reasonable and necessary, **we** may require that Counsel's Opinion is obtained from a barrister. If this is the case, the barrister will be agreed by both **you** and **us**, to advise of the merits of a proposed **legal action**. The cost of this advice will be payable by **you** unless the outcome recommends that there are reasonable grounds to pursue **your legal action**, in which case **we** will pay Counsel's fees.

#### 5. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If **we** are not able to agree on the appointment of an arbitrator, **we** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

#### 6. Fraudulent Claims

**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 then **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.

**7. Statutory Regulations**

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

**8. Severability Clause**

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

**9. Proportionality**

When deciding whether it would be **proportionate** to bring a **legal action** **we** will consider the following:

- i. the prospects of success and the likely costs of pursuing the **legal action**;
- ii. the amount claimed and the amount of **damages** that are likely to be recovered;
- iii. the amount of **adverse costs** that **we** would be likely to pay if the **legal action** was unsuccessful;
- iv. the prospects of enforcing a judgment or agreement;
- v. the circumstances of the **insured event**, including **your** conduct; and
- vi. any other relevant factor which **we** would consider reasonable to do so in the circumstances.

**10. Acts of Parliament**

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

**General Exclusions**

The following exclusions apply to all sections of this insurance contract:

1. Any claim:
  - i) where the date of the **insured event** is before the date of inception of this policy;
  - ii) brought against **you**;
  - iii) that is not notified to **us** as soon as is practicable following an **insured event**. **We** shall have the right to reject any claim under this policy where **your** delay in notifying **us** has adversely affected the likely outcome of **your legal action**;
  - iv) if at the time **you** make a claim under this policy there is any other insurance covering the same liability, **we** will not be liable to pay or contribute more than **our** proportion of any **legal action** and the **legal costs, disbursements** and **adverse costs** in connection with this;
  - v) relating to any loss or **damage** suffered by **your** passenger(s) or the death of or injury to **your** passengers;
  - vi) where the **opponent** cannot be traced or identified;
  - vii) in excess of the limit of indemnity of £100,000 for any one claim on this policy;
  - viii) costs incurred after **we** have advised **you** that **your legal action** is best settled by means other than **civil proceedings**;
2. The balance of **legal costs, disbursements** and **adverse costs** in excess of what has previously been agreed;
3. **Legal costs, disbursements** and **adverse costs** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors;
4. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;
5. Any claim relating to violence or dishonesty on **your** part;
6. Any **legal costs, disbursements** and **adverse costs** relating to any event giving rise to a **legal action** and/or leading to **civil proceedings** which are not identified in the cover section of this policy, including but not limited to:
  - i. costs paid directly to the **appointed representative** prior to **our** approval;
  - ii. anything relating to a road traffic accident not covered by **your primary motor insurance**

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 Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.  
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- policy**, or from **your** use or alleged use of alcohol and/or drugs;
- iii. matters where **you** intend to represent yourself during a **legal action**;
  - iv. any **legal costs**, **disbursements** and **adverse costs** incurred in any appeal proceedings, unless the **insurer** agreed to cover the original **legal action**, **we** deem that the matter has **reasonable prospects** and **we** are notified of the decision to appeal at least 7 days before the deadline to appeal;
  - v. any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to **legal action** concluded successfully under this policy;
7. No indemnity for **legal costs** or **disbursements** payable to or incurred by a **non-panel solicitor** will be provided unless General Conditions 2 (a) (ii) and (iii) apply.
  8. 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.
  9. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
  10. Compensation awarded to a person or group bringing a claim against **you**;
  11. Any claims made in respect of **your** use or alleged use of a mobile telephone whilst driving, unless the telephone is used via hands-free mode;
  12. Claims arising from or associated with the use of **your vehicle** for racing, rallies, pacemaking or trials;
  13. Judicial review;
  14. Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights;
  15. If **we** or the **appointed representative** do not believe there are **reasonable prospects** in pursuing **your legal action**, the **insurer** will not pay for any costs arising from a subsequent or additional **legal action** to determine **reasonable prospects**;
  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 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.