



Motor Legal Expenses



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Welcome

Thank **you** for insuring with **1st Central**.

We are delighted to welcome **you** as a valued client. **1st Central's** ambition is to fulfil **your** motor insurance needs.

Please take time to read your Policy and should you have any queries, remember we are only one call away.

This Contract of insurance has been arranged by **1st Central**, a brand of First Central Insurance Services Ltd, on behalf of Skyfire Insurance Company Ltd. This document is evidence of that insurance.

The insurer has agreed to indemnify **you**, subject to the terms, conditions, limitations and exclusions contained in this document, against such liability, loss, destruction or damage that may occur during any period of insurance directly sustained in connection with **your car** which is shown on **your** current Certificate of Motor Insurance and Policy Schedule.

The parties to this contract are **you** and the insurer. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this contract, nor any supplemental or ancillary agreement shall create such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

In order that this document may be signed and issued as evidence of the contract of insurance, the insurer has entered into an agreement with us. This agreement empowers a director of First Central Insurance Services Ltd to sign and issue this document.

A handwritten signature in black ink, appearing to read 'Chris Johnson'.

Chris Johnson, Director
First Central Insurance Services Ltd

Registered address: Level 2, Ocean Village Business Centre, 23 Ocean Village Promenade, Gibraltar
Registered number: 99942 authorised by the Financial Services Commission (Gibraltar)

The insurance contract will be governed by English Law unless **you** have agreed otherwise with **your** insurer. The insurance contract is written in English and any associated communications will be in English.



1st CENTRAL MOTOR LEGAL EXPENSES POLICY SUMMARY

This is a summary of **your** Motor Legal Expenses Policy. It does not contain the full terms and conditions which can be found in **your** Policy Wording.

The period of cover is for 12 months following acceptance of the proposal form and payment of the premium or agreement to pay the premium. **Your** Policy is underwritten by Skyfire Insurance Company Ltd.

This Policy is suitable for someone seeking insurance cover for legal costs incurred pursuing a **claim** for the recovery of **uninsured losses** from the person responsible for the accident following a non-fault Road Traffic Accident including personal injury.

For ease of reference the Policy Wording page numbers are shown in brackets.

SIGNIFICANT FEATURES AND BENEFITS:	SIGNIFICANT EXCLUSIONS OR LIMITATIONS:
<p>If the insured vehicle is involved in a non-fault accident with another vehicle, this policy will cover you for legal costs incurred in your claim for compensation. The limit of cover (including opponent's costs) is £75,000 if you accept our recommendation to instruct a solicitor under a conditional fee agreement or £50,000 if you do not. The following are covered:</p> <ul style="list-style-type: none"> ● Damage to your car or to any personal belongings in or on your car (p5) ● Death or bodily injury to an insured person whilst travelling in, or getting into or out of your car (p5) ● Any other uninsured losses you suffer (p5) 	<p>This Policy will not cover you:</p> <ul style="list-style-type: none"> ● For any legal costs in excess of £75,000 or £50,000, whichever limit applies (p4) ● If your claim does not have reasonable chance of success (p5) ● If the other driver cannot be traced or identified, or is not insured (p6) ● An incident must be reported to us within 90 days after the date the insured person knew or should have known about the incident. (p7) ● If you appoint a solicitor without first obtaining our agreement (p7) ● If you incur costs before we appoint a solicitor to represent you (p6)

Claims Procedure

If **you** wish to make a **claim you** should contact the Claims Helpline on 0800 840 2103 or +44 (0)800 840 2103 if calling from overseas.

Cancellation

You may cancel **your** Policy and receive a full refund up to 14 days after the start or renewal date of the Policy, subject to no **claims** having been made upon the Policy. If **you** do not exercise this right to cancel **your** Policy, it will remain in force for the term of the Policy and **you** will be required to pay the premium. If **you** want to cancel **your** Policy after 14 days no refund will be payable. Please contact the Customer Services Team on 0843 208 4000.





How to Make a Complaint

If **you** are unhappy with the level of service received, please see the Complaints section of the Motor Legal Expenses Policy for details of how to complain. Complaints can be escalated to the Financial Ombudsman Service.

Financial Services Compensation Scheme

This policy is covered by the Financial Services Compensation Scheme (FSCS).



1st CENTRAL MOTOR LEGAL EXPENSES POLICY DOCUMENT

Definitions

The following words or phrases have the same meaning wherever they appear in this Policy.

Appointed Representative

A consultant, solicitor or barrister or other appropriately qualified person appointed by **us** to act for **you** in accordance with the terms of this Policy.

Claim

The pursuit of **your** legal rights under civil law and appeals against judgement following a road traffic accident involving **your car**.

Conditional fee agreement

An agreement where the amount paid to the **Appointed Representative** is dependent on the outcome of the **claim**, either by way of a no win, no fee arrangement (i.e., no fees payable if the **claim** is lost) or by way of a no win, low fee agreement (i.e., discounted fees payable if the claim is lost).

Costs and Expenses

These include:

- Professional fees and expenses and disbursements reasonably incurred by the **Appointed Representative** and agreed by **us**; and
- Legal costs which an insured person has been ordered to pay by a court or other body which **we** have agreed to or have authorised.

The maximum amount **we** will pay for **costs and expenses** for any one insured person including opponent's costs, in respect of any or all **claims** arising out of the same incident is £75,000, but this limit may be considerably lower if the **Appointed Representative** does not agree to act under a conditional fee agreement (see paragraph (3)(g) in General Conditions on page 8).

Uninsured Loss

A loss arising from a road traffic accident provided such loss is not covered by any other insurance policy for damage to the vehicle, personal property in or on the vehicle, or any injury to **you** whilst **you** are in or on the vehicle.

We, Our, Us

1st Central and/or First Central Insurance Management Ltd, acting on behalf of Skyfire Insurance Company Ltd.

You/Your/Insured Person

- The person named as the policyholder on **your 1st Central** Car Insurance Schedule;
- Any person entitled to drive as described in the **1st Central** Policy Document, Schedule or Certificate of Motor Insurance;
- Any passenger carried in **your car**.

Your Car

Any private motor car specified on **your** current Certificate of Motor Insurance and Schedule, including a courtesy car provided by one of the approved repairers under this insurance.



Making a claim

Making a **claim** with **1st Central** could not be easier. To report an incident which may result in a **claim**, call the 24 hour Claims Helpline immediately on;

0800 840 2103

Or

+44 (0)800 840 2103 from overseas

The UK based Claims Helpline is available 24 hours a day, 365 days a year.

What is covered

We will pay for the **costs and expenses** of recovering **your uninsured losses** directly arising from a road traffic accident involving **your car**, which causes:

- Damage to **your car** or to any personal belongings in or on **your car**;
- Death or bodily injury to an **insured person** whilst travelling in, or getting into or out of **your car**;
- Any other **uninsured losses you** suffer

Cover is provided where **we** or where applicable, the **appointed representative** consider that there is a reasonable chance of success with **your claim** for damages.

If at any time **we** or the **appointed representative** consider that **you** do not have a reasonable chance of success in the action **you** are proposing to take or are taking, **we** may decline support or any further support or may propose settlement on a shared liability basis.

In making a decision the following may be taken into account:

- The financial amount of the **claim**
- That a reasonable person without legal expense cover would not pursue the matter
- Poor prospects of enforcing a judgment
- The circumstances of the accident

Cover only applies if:

- At the time of the accident, **your car** is being driven or used for a purpose allowed and by a person identified in **your** Certificate of Motor Insurance



General Exceptions

We will not indemnify the **insured person** in respect of:

1. Any loss where the terms and conditions of this policy are not adhered to.
2. Any **costs and expenses** incurred prior to **our** written acceptance of a **claim**.
3. Any legal action an **insured person** takes which **we** have not agreed to or where the **insured person** does anything to hinder **us** or the **appointed representative**.
4. Any fines, penalties compensation or damages which the **insured person** is ordered to pay a court or other authority.
5. Any **claim** deliberately or intentionally caused by an **insured person**.
6. Prosecutions relating to an **insured person's** alleged dishonesty or violent conduct.
7. Prosecutions resulting from drink or drug related offences or parking offences.
8. A dispute with **us** in respect of the Policy terms and conditions other than as catered for in Conditions 8 and 9 of this Policy.
9. An application for judicial review.
10. Any **claim** relating to any non-contracting party's rights to enforce all or any part of this Policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.
11. Any **claim** where an **insured person** can claim under another policy.
12. Any **claim** where the third party cannot be traced or identified or is not insured.



General Conditions

The following conditions apply to this Policy.

1. Your duty

An incident must be reported to **us** within 90 days after the date the **insured person** knew or should have known about the incident.

2. Legal representation

- a. On receipt of the **claim**, if appropriate and unless you object, **we** will choose an **appointed representative**.
- b. The insured person has the right to nominate an alternative **appointed representative** by advising **us** in writing the name and address of a suitably qualified person, but that right may be exercised only after proceedings have been issued in the **claim**. If that right is exercised and if that person is unable or unwilling to act under a **conditional fee agreement** which provides that in the event of the **claim** being unsuccessful that person's fees will be nil, then this will have a bearing on the level of cover (see paragraph (3)(g) on page 8).
- c. If **we** do not agree the insured person's choice of **appointed representative**, an insured person may choose another suitably qualified person; the provisions above will apply to that person (and will apply to any **appointed representative**).
- d. If there is still a disagreement with regard to the **appointed representative**, **we** will ask the Law Society to choose a suitably qualified person to represent an **insured person**. **We** and the **insured person** must accept such choice.
- e. An **appointed representative** will be appointed by **us** on behalf of the insured person and will act either in accordance with **our** standard terms of appointment or in accordance with one of **our** standard **conditional fee agreements** or other **conditional fee agreement** approved by **us** (see paragraph f below). If the former, then this will have a bearing on the level of cover (see paragraph 3(g) on page 8).
- f. Where the proposed **appointed representative** wishes to act under a **conditional fee agreement** he will be asked first to use an agreement drafted by **us**; if he rejects that agreement, then he will be entitled to use his own agreement, but only if the following conditions are met:
 - I. It is an agreement which is lawful;
 - II. It is an agreement which provides for the **appointed representative** forgoing his fees entirely in the event of the **claim** being lost;
 - III. It provides for a success fee; it provides that if and to the extent that the success fee is not recovered from the other side, it is not payable; and
 - IV. It provides (by implication or otherwise) that in the event of the other side beating an offer which he has previously made with the effect that the court does not make an award of costs in the **insured person's** favour, the **appointed representative** will forgo his fees for a period not less than 21 days after that offer was made.



- g. Where the **appointed representative** does not act under a **conditional fee agreement** he will not be entitled to any success fee; he will be entitled to a reasonable level of remuneration which may or may not be the same as the fees he would charge a client who did not have legal expenses insurance. Not all legal representatives are prepared to act on that basis. **We** confirm that **we** are obliged to offer a reasonable level of remuneration.
- h. Where the **appointed representative** acts under a **conditional fee agreement**, he will be entitled to charge a success fee to compensate him for the fact that he will not be paid his full fees in those cases which are lost; this fact has been taken into account when setting the premium.

3. Our rights and your obligations

- a. **We** will have direct access to the **appointed representative** who can provide **us** with any information or opinion on **your claim**.
- b. An **insured person** must co-operate fully with **us** and the **appointed representative** and must keep **us** advised of the progress of the **claim**.
- c. An **insured person** must give the **appointed representative** any instructions that **we** require.
- d. An **insured person** must notify **us** immediately if anyone offers to settle a **claim** or makes a payment into court.
- e. If an **insured person** does not accept the recommendation of the **appointed representative** to accept a reasonable offer or payment into court to settle a **claim**, **we** may refuse to pay further **costs and expenses**.
- f. Any offer to settle on the basis of both parties paying their own costs is to be referred to **us** for **our** prior approval.
- g. Where the **appointed representative** has been appointed by **us** and/or where the **appointed representative** has agreed to act under a **conditional fee agreement** which has been approved by **us**, then the level of cover will be £75,000. In all other circumstances, it will be £50,000. This will be for both side's costs, but the **appointed representative's** success fee will be disregarded for the purposes of determining whether the limit of cover has been reached.

4. Duration

The period of the motor insurance policy which runs concurrent with this Policy and does not exceed 12 months.

5. Cancellation

You may cancel **your** Policy and receive a full refund up to 14 days after the start or renewal date of the Policy, subject to no **claim** having been made upon the Policy. If **you** do not exercise this right to cancel **your** Policy, it will remain in force for the term of the Policy and **you** will be required to pay the premium. If **you** want to cancel **your** Policy after 14 days **you**



will need to contact **1st Central's** Customer Services Team on 0843 208 4000. No refund will be payable.

6. Discontinuance of a Claim

If an **insured person**

- I. settles a **claim** or withdraws a **claim** without **our** prior agreement;
- II. does not give suitable instructions to the **appointed representative**; or
- III. dismisses an **appointed representative** without **our** prior consent

All cover will end immediately and **we** will be entitled to reclaim from **you** any **costs and expenses we** or **our appointed representatives** have incurred.

7. Recoveries

An **insured person** must make every effort to recover **costs and expenses** that **we** have to pay and must pass to **us** any **costs and expenses** that are recovered.

8. Disputes

Any disputes arising between an **insured person** and **us** will be referred to an arbitrator.

9. Arbitration

You have the right to refer any difference that arises between **us** and an **insured person** in respect of the acceptance, refusal, control or handling of any **claim** under this section to arbitration, which will be decided by counsel chosen jointly by **us** and an **insured person**.

If there is a disagreement with regard to the choice of counsel, **we** will ask the President of the Law Society to choose a suitably qualified person. The decision shall be final and binding on both parties.

All costs for resolving the disputes will be met by the party against whom the decision is made.

Please also refer to the General Conditions in **your** Car Insurance Policy.





Complaints Procedure

1st Central is committed to providing **you** with the best possible service, however, **we** realise there may be times when **we** do not meet **your** expectations. We want **you** to let **us** know immediately if **you** are unhappy with the service you have received and we will always do **our** best to resolve any complaint fairly.

Please refer **your** concerns to:

The Managing Director
First Central Insurance Management Ltd
Gemini House
Mill Green Business Estate
Mill Green Road
Haywards Heath
West Sussex
RH16 1XQ

 0843 208 4200  customerrelations@1stcentral.co.uk


We promise to:

- fully and urgently investigate **your** complaint
- keep **you** informed of progress
- do everything possible to resolve **your** complaint
- formally respond to **your** complaint with **our** findings
- learn from any mistakes
- use the information from **your** complaint to improve **our** service in the future

How to escalate your complaint

If **we** have given **you** a final response and **you** are still unhappy, or more than eight weeks have passed since **we** received **your** original complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). Their details are as follows:

The Financial Ombudsman Service,
South Quay Plaza
183 Marsh Wall
London
E14 9SR

 0800 023 4567  complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You must approach the Financial Ombudsman Service within six months of the final response to **your** complaint. **We** will remind **you** of this time limit in the final response.

Your rights as a customer to take legal action remain unaffected by the existence or use of this complaints procedure. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

