



Motor Legal Expenses





20080912/CONTENT/MLEPD/UW25/v1.0

Motor Legal Expenses

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 Limited, on behalf of First Central Insurance Company Limited. This document is evidence of that Insurance.



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Motor Legal Expenses

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.

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.

This policy will be governed by and construed in accordance with English Law. For ease of reference the policy wording page numbers are shown in brackets.

SIGNIFICANT FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	POLICY SECTION
<p>This policy will cover you for legal costs (including opponents costs) up to £50,000 if the insured vehicle is involved in a non-fault accident with another vehicle, to pursue compensation for: (p3)</p> <ul style="list-style-type: none"> • Damage to Your Car or to any personal belongings in or on Your Car (p6) • Death or bodily injury to an Insured Person whilst travelling in, or getting into or out of Your Car (p6) • Any other uninsured losses you suffer (p6) 	<p>This policy will not cover you:</p> <ul style="list-style-type: none"> • For any legal costs in excess of £50,000 (p3) • If your claim does not have reasonable chance of success (p6) • If the other driver cannot be traced or identified, or is not insured (p7) • If the claim is not reported to us within 90 days of the accident (p8) • If you appoint a solicitor without first obtaining our agreement (p8) • If you incur costs before we appoint a solicitor to represent you (p8) 	<p>Definitions: Costs and Expenses</p> <p>What is covered</p> <p>General Exceptions</p> <p>General Conditions</p> <p>General Conditions</p> <p>General Conditions</p>

Claims Procedure

If you wish to make a claim you should contact the Claims Helpline 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 receipt 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 Policy Support Team on 0845 194 9930.

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.

Financial Services Compensation Scheme

You are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation if the Insurer cannot meet its liabilities. This would depend on the type of business, and your claim. Further information about the Compensation Scheme is available from the FSCS at www.fscs.org.uk or telephone 020 7892 7300.



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Definition of Terms

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.

Costs and Expenses

- professional fees and expenses and disbursements reasonably incurred by the Appointed Representative and agreed by Us;
- 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 £50,000.

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 Limited, acting on behalf of First Central Insurance Company Limited.

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 Our approved repairers under this Insurance



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Your motor legal protection insurance contract

The Insurer

This contract of insurance has been arranged by **1st Central**, a trading name of First Central Insurance Services Limited, on behalf of:

First Central Insurance Company Limited, 260/262 Main Street, Gibraltar

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.

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

Chris Johnson

Managing Director

First Central Insurance Services Limited

Registered address: 260/262 Main Street, Gibraltar

Registered number: 99942 authorised by the Financial Services Commission (Gibraltar)





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Making a claim

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

0800 840 2103

Or

+44 (0)800 840 2103 from overseas

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



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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



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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 6 and 7 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.



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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 a Claim, if appropriate, We will choose an Appointed Representative.
- b) If legal proceedings are necessary or if there is a conflict of interest, an 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. In all other circumstances We will have the right to choose an Appointed Representative
- c) If We do not agree to the Insured person's choice of Appointed Representative, an Insured person may choose another suitably qualified person.
- 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 and represent an Insured person according to Our standard terms of appointment.

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.

4) Duration

The period of the Third Party Fire and Theft motor insurance policy which runs concurrent with this Policy and does not exceed twelve months (Definitions: Period of Insurance).



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5) Cancellation

You may cancel Your Policy and receive a full refund up to 14 days after receipt 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 Policy Support Team on 0845 194 9930. No refund will be payable.

6) Governing Law and Language

This insurance shall be subject to English law, unless specifically agreed to the contrary. All communication is to be conducted in English.

7) 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.

8) 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.

9) Disputes

Any disputes arising between an Insured person and Us will be referred to an arbitrator.

10) 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.



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Complaints Procedure

1st Central is committed to providing 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 straight away if You are unhappy with the service You have received. We will always do our best to resolve any complaint fairly.

If You believe that We have not delivered the service You expected or You are concerned about any aspect of our service, please refer your concerns to:

The Managing Director
First Central Insurance Management Limited
Gemini House
Mill Green Road
Haywards Heath
West Sussex
RH16 1XQ
Tel: **0845 194 9947**
Email: **customer-relations@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 Our mistakes
- use the information from Your complaint to improve Our service in the future

How to escalate your complaint

If we have given you our final response and you are still unhappy, or more than 8 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
Tel: 0845 080 1800
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You must approach the Financial Ombudsman Service within 6 months of Our final response to Your complaint. We will remind You of this time limit in Our final response.

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

