

Substitute vehicle & legal expenses insurance

Policy wording



Welcome

Thank you for buying substitute vehicle and legal expenses insurance with Lifesure. We're a broker with over 40 years' experience in insurance, working with partners that we know share the same values as us. It's because of this that you can be sure of the very best service from beginning to end. You're in safe hands with us.

This policy document, along with your policy schedule form your agreement with us. They also explain everything you need to know about the insurance you have, including what is and isn't covered. If anything's not clear to you, please call us and we'll be happy to talk you through it.

This agreement is based on the information that you provided when you applied for the policy. It's important that this is correct so please take a moment to check through your documents. Once you're happy, please keep them together, somewhere safe.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on page 9. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

Of course, if you need to contact us, please call on 01480 402 460. We are open Monday-Friday, 8am to 8pm and Saturday, 8am to 12pm.

Thanks again for choosing Lifesure.

Kind regards

Paul Reid
Managing Director, Lifesure

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About your policy

This insurance

This document and the schedule form a legally binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this **policy** document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

Unless expressly stated nothing in this **policy** will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

About your insurer

Policy underwriters

This insurance **policy** has been arranged by Soter Professional Services Limited with Vantage Protect Ltd and is provided by ARAG plc who is a coverholder of the **insurer**, ARAG Allgemeine Versicherungs-AG Branch UK.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG Allgemeine Versicherungs- AG Branch United Kingdom is authorised and regulated by BAFin (firm reference number VU5455) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm reference number 722744.

Soter Professional Services (Firm Reference No. 570538), Vantage Protect Ltd (Firm Reference No. 460886) and ARAG plc (Firm Reference No. 452369) are all authorised and regulated by the Financial Conduct Authority. This can be checked by visiting the FCA website at www.fca.org.uk/register.

Lifesure Group Limited

Lifesure Group Limited was formed in 1971 and one of the principles upon which the company has been built has been to offer a consistently high level of customer care. If **you** wish to learn more about the Lifesure Group, please visit **our** website at lifesure.co.uk.

Authorised Signature



Paul Reid
Managing Director
Lifesure Group Limited

Making sense of your policy: definitions

Each of the words and phrases listed below will have the same meaning wherever they appear in bold in this **policy**.

Administrator, we, our, us

Shall mean Soter Professional Services Ltd, to whom notification of a **claim** against this **policy** must be made.

Approval, approve

Shall mean (or relate to) the act of **us** agreeing to provide indemnity in accordance with the terms of this **policy**.

Claim(s)

- **Legal expenses**

Claim shall mean the **claim** against an **opponent** that arises from a **road traffic collision** and results in:

- **uninsured losses** arising out of damage to the **insured vehicle**, but only if the **insured vehicle** belonged to **you**;
- **uninsured losses** arising out of loss or damage to any personal belongings in or on the **insured vehicle**, but only if they belonged to **you**;
- death or bodily injury sustained by an **insured person** whilst travelling in, or getting into or out of the **insured vehicle**; and
- any other **uninsured losses** that have been sustained by **you**

for which **we** have provided prior written **approval** to proceed with the **claim**.

- **Substitute vehicle**

Either:

- a) the theft or attempted theft of, or damage by fire, vandalism or flood damage to, the **insured vehicle** where it is rendered **undriveable** or **written off** and a courtesy car is not provided by **your** motor insurer's **approved** repairer; or
- b) an accident involving the **insured vehicle** as a result of which it is **written off** and a courtesy car is not provided by **your** motor insurer's **approved** repairer or a credit hire arrangement is not possible; or
- c) an accident in which the **insured vehicle** is damaged so as to be **undriveable** but remains economically repairable where either a courtesy car is not provided by **your** motor insurer's approved repairer or a credit hire arrangement is not possible.

Computer virus

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.

Consent

Shall mean the act of **us** agreeing to a particular course of action (such as settling the **claim**).

Costs

- **Adverse costs**

Shall mean any legal **costs** (including profit costs, **disbursements**, VAT and interest) which the **insured person** pays the **opponent** by order of the court or with **our** prior written agreement. These may include, for example, the **opponent's** solicitor's fees, barrister's fees (provided that the barrister is not acting under a Conditional Fee Agreement) and/or expert's fees.

- **Disbursements**

Shall mean any costs incurred, with **our** prior written **approval**, by the **legal representative** on behalf of the **insured person** in respect of services supplied by a third party (who is not the **legal representative**) such as barristers' or experts' report fees.

- **Fees and expenses**

Shall mean any professional fees incurred by the **legal representative** in pursuit of the **claim** together with any **disbursements** that they incur or pay. Where appropriate, **fees and expenses** will include Value Added Tax.

Making sense of your policy cont'd

- **Funding agreement**

Shall mean any arrangement with the **legal representative** under which the **fees and expenses** (or the amount thereof) in some way depends on the **claim** being successful (or on the amount recovered). Examples include conditional fee agreements (where no fees are payable if the **claim** is lost) and damages-based agreements (where the amount paid depends on the amount of damages recovered).

Electronic data

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.

Hire firm

A member of **our** network of **approved** motor vehicle hire companies.

Hire period

The period from the date a **substitute vehicle** is delivered to **you** until the earliest of the following dates:

- a) where the **insured vehicle** is **undriveable** but remains economically repairable, the date when the **insured vehicle** is made driveable; or
- b) where the **insured vehicle** is **written off**, the date when **you** receive a cheque in respect of the value of the **insured vehicle**; or
- c) where the **opponent** offers a courtesy vehicle to **you**, the **substitute vehicle** provided by **us** is relinquished by **you**; or
- d) the end of the fourteenth day of hire;

Insured vehicle

Shall mean the vehicle which is insured under the **motor insurance policy** to which this **policy** is annexed (as detailed on the motor insurance certificate), which was being driven by a person who was entitled to drive under that **motor insurance policy**, and in which the **insured person** was at the time the **claim** in question arose (i.e., at the time when the **road traffic collision** took place)

Insured person

- **Legal expenses**

Shall mean the person who brings the **claim** against an **opponent** and is entitled to indemnity under this **policy**, which shall include:

- **you**; or
- an individual who was entitled to drive the **insured vehicle** under the **motor insurance policy**; or
- an individual who was a passenger in the **insured vehicle** at the time when the road traffic accident took place.

- **Substitute vehicle**

You and any other person driving the **insured vehicle** with **your** permission and under the cover of **your** motor insurance providing they satisfy the **hire firm**'s standard terms and conditions of hire in force at the date of the insured incident and also providing that they are resident within the **territorial limits**.

Insurer

ARAG plc who is a coverholder of the **insurer**, ARAG Allgemeine Versicherungs-AG Branch UK.

Legal representative

Shall mean any appropriately qualified person (or company or firm) who has been approved by **us** to represent an **insured person** in pursuit of a **claim** against an **opponent**. A reference to 'the **legal representative**' is a reference to the specific **legal representative** who acts in the **claim** in question.

Making sense of your policy cont'd

Limit of indemnity

- **Legal expenses**

The maximum amount payable by the **insurer**, which shall be limited to £100,000 in respect of any one **claim**.

Motor insurance policy

Shall mean the **policy** of motor insurance for the **insured vehicle** and issued in accordance with the requirements of the Road Traffic Act 1988 that was purchased along with this **policy**.

Opponent

Shall mean the third party responsible for the accident or collision which has given rise to a **claim** against this **policy** and against whom the **insured person** wishes to bring a **claim**. Proceedings may not be issued against **us**, the **insurer** or **your** insurance broker or agent, nor may proceedings be issued against an employer where **you** are the employer and the driver is **your** employee.

Part 36 offer

Shall mean any offer made by an **opponent** to settle a **claim** which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the **claim** and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause the **insured person** to pay their **opponent's** costs should the **insured person** reject an offer, continue with the legal proceedings and subsequently fail to obtain more than they were offered by the **opponent**. This includes offers made under Part 36 of the Civil Procedure Rules 1998.

Partial costs order

Shall mean a costs order that is in favour of the **insured person** but (for reasons unrelated to any **Part 36 offer**) is for only a part of their costs. For example, if the legal proceedings reach a stage where it is predicted that the **claim** is likely to succeed in part only.

Period of insurance

12 calendar months from the date of inception of this **policy**, or until the next expiry date of the **motor insurance policy** to which this **policy** is annexed, whichever period is the less. In the event of cancellation or non-renewal of that **motor insurance policy**, all cover under this **policy** shall cease.

Policy

Shall mean this before-the-event legal expenses **policy** providing cover for **adverse costs** and **fees and expenses** together with the **policy** schedule and any endorsement which attaches to it.

Reasonable prospects

Reasonable prospects means a 51% or greater chance that the **insured person** will be successful in the pursuit of legal proceedings.

Road traffic collision

Shall mean any event arising out the use of the **insured vehicle** (including collisions with a third party) which occurs during the **period of insurance** and within the **territorial limits** that causes:

- damage to the **insured vehicle**; or,
- damage to any personal belongings of an **insured person** that were within or on the **insured vehicle** at the time of the event; or,
- the death or bodily injury sustained by an **insured person** who was travelling in or on, or was getting into or out of the **insured vehicle** at the time of the event; or,
- **you** to sustain any other **uninsured loss**; and,

being the fault of the third party allows the **insured person** to be able successfully to make a **claim**. The event must be covered by the **motor insurance policy** issued in respect of the **insured vehicle**.

Making sense of your policy cont'd

Substitute vehicle

- Private cars or commercial vehicles (including tow cars)
A replacement car selected by **us** and having an equivalent engine capacity to the **insured vehicle** but not exceeding vehicles defined within the Association of British Insurers General Terms of Agreement standard S3 grouping or (where the **insured vehicle** is a standard commercial vehicle) a standard commercial vehicle of equivalent specification to the **insured vehicle** but not exceeding 3,500kg. A replacement tow car if required selected by **us** providing an equivalent level of specification to the **insured vehicle** but not exceeding 2000cc in any event.
- Motorhome
A replacement motorhome selected by **us** and having an equivalent level of specification to the **insured vehicle** but not exceeding a 4 berth vehicle.
- Caravan
A replacement caravan selected by **us** and having an equivalent level of specification to the **insured vehicle** but not exceeding a 4 berth caravan.

If at the time **you** report the insured incident to **us**, **you** advise **us** that **you** wish to opt for a monetary payment as an alternative to **your** entitlement to a **substitute vehicle** we will arrange to pay **you** the sum of:

- Private car or commercial vehicles (including tow cars)
£225.00
- Motorhomes
£300.00
- Caravans
£300.00

Territorial limits

- **Legal expenses**
The European Union together with the Isle of Man, the Channel Islands, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, Norway, San Marino and Switzerland.
- **Substitute vehicle**
Mainland Great Britain (England, Scotland and Wales).

Terrorism

Shall mean an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

Undriveable

Damaged in a manner which (albeit temporarily) renders it unfit for lawful use on a public highway within the **territorial limits**.

Uninsured loss

Shall mean any loss directly arising from the **road traffic collision** in question that is not covered by any other insurance policy.

Vehicle hire costs

The cost of hiring a **substitute vehicle** for one continuous **hire period**.

Making sense of your policy cont'd

Written off

The **insured vehicle** being assessed as being damaged beyond the point where it would be economical to fund its repair. In the event that the **insured person** is comprehensively insured, such assessment must be made by their motor insurers. In the event that the **insured person's** motor insurance is not comprehensive, such assessment will be made by **us** or (if the **insured person** is not responsible for the accident) by the insurers of the party responsible for the accident.

You, your

Shall mean the holder of this **policy** who is domiciled in the United Kingdom and is named on the **policy** schedule and on the **motor insurance policy** with which this **policy** was issued.

How to make a claim

Any **insured person** may make a **claim** under this **policy**. This must be done no later than the 90th day after that person first knew (or should have known) that the **road traffic collision** in question had given rise to a **claim**. **Claims** under this **policy** should be reported to the **administrator** on the 24 hour Claims Helpline:

By phone: 01480 402476 Claims

By post: Claims Department
Soter Professional Services Ltd
Suite 4, Unit 9 Norwich Business Park
Norwich
Norfolk
NR4 6JD

By e-mail: lifasureclaims@soterps.com

After receiving notification of a **claim we** may require the **insured person** to complete and return a **claim** form; if this is the case the **insured person** must return the completed **claim** form and any associated documentation to **us** without delay. **We** will provide full details of the **claim** process when a **claim** is notified to **us**.

Your cover: Legal expenses

Section 1 - Uninsured loss recovery

What is covered

Subject to the **limit of indemnity** we will indemnify the **insured person** against **adverse costs** and **fees and expenses** that become payable following a **claim** for **uninsured losses** that arise from a road traffic accident that occurs during the **period of insurance** and within the **territorial limits**.

Cover shall only be provided where **we** have given **our** prior written **approval** to the pursuit of the **claim** before any legal proceedings have commenced.

Approval will be given if there are **reasonable prospects** that the **claim** will be successful and that it can be pursued in a proportionate manner. If this is not the case, **we** may decline cover.

In determining whether a **claim** can be pursued in a 'proportionate manner' **we** will consider whether a person would consider the costs reasonable, if they did not have legal expenses insurance, and were financing their own legal costs. **We** will consider points including:

- the amount being claimed;
- the value and issues in question of the **insured person's** case;
- the **insured person's** location and that of the other party;
- the legal costs and expenses **we** would expect a **legal representative** appointed by **us** to charge.

What is not covered

We will not indemnify the **insured person** for any of the following:

- 1) Any legal action brought against the **insured person**;
- 2) Any **claim** arising out of a **road traffic collision** that was not covered by the **motor insurance policy**;
- 3) Any **claim** (or any part of any **claim**) in which the **insured person** intends to be a self-representing litigant (otherwise known as a 'litigant in person');
- 4) Any **adverse costs** or **fees and expenses** incurred prior to **us approving** the **claim**;
- 5) Any **claim** which is settled or discontinued without **our consent**;
- 6) Any **claim** which was not notified to **us** on or before the 90th day after day after the **insured person** first knew (or should have known) that the **road traffic collision** had given rise to the **claim** in question;
- 7) Any **adverse costs** or **fees and expenses** arising out of any proceedings other than those that **we** have **approved** in writing;
- 8) Any **adverse costs** or **fees and expenses** which were incurred after any breach of the terms and conditions of this **policy**;
- 9) Any **adverse costs** or **fees and expenses** which were incurred as a result of the failure of an **insured person** to discharge their obligations under this **policy**;
- 10) Any fines, penalties or damages which the **insured person** is ordered to pay to a court (or other such authority);
- 11) Any **claim** arising out of an **insured person's** dishonesty or violent conduct;
- 12) Any **claim** arising out of an **insured person's** use of drugs or alcohol;
- 13) Any dispute resulting arising from or relating to:
 - i) parking and obstruction offences;
 - ii) criminal prosecutions or family proceedings;
 - iii) judicial review or application for judicial review;
 - iv) enforcement proceedings;

What is not covered

- v) the terms and conditions of this **policy** or the alleged rights of a person other than **you** (such as a passenger) to enforce the terms of this **policy**. For the avoidance of doubt no person other than those defined under the definition of '**insured person**' above shall be entitled to **claim** against this **policy**;
- 14) Any **adverse costs** or **fees and expenses** in any **claim** where those costs are covered by another insurance **policy**;
- 15) Any monies other than **adverse costs** and **fees and expenses**; and
- 16) Any **claim** where the **opponent** (or would-be **opponent**) cannot be traced or identified or is not insured.
- 17) Any other costs that are directly or indirectly caused by the insured event, unless specifically stated in this **policy**.
- 18) **Claims** where in **our** opinion there are no **reasonable prospects** of success;
- 19) **Claims** for loss or damage to goods being carried for commercial purposes;
- 20) **Claims** where the **legal representative** has refused to continue to represent the **insured person** with good reason, or where the **legal representative** has been instructed to cease acting on the **insured person's** behalf by anyone other than **us**;
- 21) Where the **insured person** has disregarded **our** advice to accept a **Part 36 offer** to settle a **claim**;
- 22) Where **we** have advised the **insured person** that their **claim** would be best settled by other means than the issue of legal proceedings in a court of law within the United Kingdom.
- 23) Any **adverse costs** awarded as a result of the unreasonable behaviour (as determined by the Courts) of the **insured person** or their **legal representative**. Please refer to the General Conditions section for details of what **we** expect the **insured person** and **legal representative** to do in the event of a **claim**.
- 24) **Claims** arising from use of an **insured vehicle** for any commercial purposes (for example: as a courier or delivery driver, or driving instructor).

Your cover cont'd

Section 2 - Motoring prosecution defence

What is covered

The **insurer** will indemnify **you** for legal expenses incurred in defending a motoring prosecution directly brought against **you** in a court of criminal jurisdiction.

What is not covered

The **insurer** will not be liable for **claims** arising out of or in connection with:

- a) prosecutions alleging fraud, dishonesty or violence which arise from illicit drugs offences;
- b) an allegation of speeding or driving whilst under the influence of alcohol and or drugs;
- c) legal proceedings where **you** are pleading guilty and/or admitted liability.;
- d) any deliberate illegal act or omission;
- e) legal proceedings relating to incidents for which **you** have been previously prosecuted;
- f) any legal proceedings that do not have **reasonable prospects** of being successfully defended.

Substitute Vehicle

What is covered

- 1) Where the **insured vehicle** has been damaged or **written off** as a result of an insured incident arising during the **period of insurance**, subject to the terms and conditions of this **policy we** will arrange for the supply to **you** of a **substitute vehicle** for the duration of the **hire period** and **we** will pay the **vehicle hire costs** provided that the hire has been arranged by **us** through a **hire firm**.
- 2) The **substitute vehicle** will be delivered to **you** as soon as is practically possible and in any event within one working day of **your** report of an insured incident to **us**.

What is not covered

We will not be liable for:

- 1) **vehicle hire costs** for **claims** arising out of more than two insured incidents in any one **period of insurance**;
- 2) the supply of a **substitute vehicle** to any person who does not meet the **hire firm's** standard terms and conditions of hire in force at the date when **you** report the insured incident to **us**;
- 3) **vehicle hire costs** incurred before **our** written acceptance of a **claim** or where the **insured person** arranges their own hire;
- 4) the supply of a **substitute vehicle** if **you** are a taxi driver, private hire vehicle driver, self-drive hire operator or motor trader unless the **substitute vehicle** is used solely for **your** personal use;
- 5) the supply of a substitute caravan or substitute motorhome where evidence of a pre-booked pitch or holiday is not provided, if a motorhome is **your** main mode of transport and evidence of a pre-booked pitch or holiday is not provided only a private car will be provided for the **hire period**;
- 6) the supply of a **substitute vehicle** where there is any allegation that the insured incident arose at a time when the **insured person** had consumed alcohol or illegal drugs;
- 7) the supply of a **substitute vehicle** where as a result of the incident **you** report to **us**, the **insured vehicle** is neither **written off** nor rendered **undriveable**.
- 8) any insured incident that has not been reported to **us** within 48 hours of occurrence.
- 9) any insured incident that is not subject to a **claim** under the **insured person's** own **motor insurance policy**.
- 10) any costs where an **insured person** does not abide by the **hire firm's** terms and conditions of hire at all times during the **hire period**.
- 11) any costs where an **insured person** does not pay the insurance excess arising on any **claim** relating to the **substitute vehicle** which arises during the **hire period** or pay a collision damage waiver. Full details of this will be made available before hire commences.

General exclusions

- 1) Any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
 - i) irradiation or contamination by nuclear material; or
 - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii) any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter
- 2) Any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 3) Any direct or indirect consequence of **terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 4) Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 5) Any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered, or otherwise corrupted.
- 6) Costs in excess of the **limit of indemnity**;
- 7) **Claims** in respect of damage or losses arising from races, rallies or competitions, or **claims** where the **insured vehicle** has not been maintained in accordance with the manufacturer's recommendations and/or instructions – including servicing and vehicle faults;
- 8) Any **claim** where an **insured person** (not being the policyholder) is driving under a 'driving other cars' extension to their **motor insurance policy**;

Policy conditions

Legal expenses

The following conditions apply to this **policy**:

1. Your responsibilities

- a) Where **you** are an **insured person**, **you** must comply with the “**insured person’s responsibilities**” (**Policy Condition 2**).
- b) Where **you** are not the **insured person** in the **claim** in question, then it is a condition of this **policy** that **you** must:
 - i) allow **us** and the **insured person** to comply (without hindrance) with the provisions under this **policy**; and,
 - ii) ensure that the **insured person** is aware of their obligations under this **policy** and that they agree to abide by them as if they were a party to it.

If **you** and/or the **insured person** fail to comply with a) and b) above then no cover will be provided under this **policy**.

The **insured person** must comply with the following conditions for cover to be provided under this **policy**.

2. Insured person’s responsibilities

- a) The **insured person** must give proper and careful consideration to any legal advice that either **we** or the **legal representative** give them. Where that advice is to accept or make an offer to settle the **claim** or to discontinue it, and where the **insured person** rejects that advice, **we** may withdraw cover under this **policy** for any **adverse costs** or **fees and expenses** incurred after the date on which that advice was rejected. If the **insured person** fails to give instructions within 7 days of receiving the advice, then it will be deemed to have been rejected and (unless **we** agree otherwise) cover will cease thereafter.
- b) The **insured person** must:
 - i) notify the **claim** to **us** by no later than the 90th day after the **road traffic collision** that gave rise to the **claim**;
 - ii) promptly tell **us** (or the **legal representative**) about any matters that might affect the prospects of success in the **claim**, the amount of damages that are likely to be recovered, or the amount of the costs of the **claim**;
 - iii) keep **us** informed (or ask the **legal representative** to keep **us** informed) of the progress of the **claim**, and in particular, whether any offers have been made or are proposed;
 - iv) obtain **our** written **consent** before any **Part 36 offer** or other offer of settlement made by the **opponent** is rejected;
 - v) cooperate with **us** and with the **legal representative**;
 - vi) take all reasonable steps to keep any **adverse costs** and **fees and expenses** as low as reasonably possible (for example: by providing an accurate and truthful description of the circumstances of the road traffic accident that led to **your claim** and the **uninsured losses** arising from it);
 - vii) give the **legal representative** instructions that allow them to do their work properly (for example: by supplying any information or documentation requested by **us** or the **legal representative** promptly);

Policy conditions cont'd

- viii) not deliberately mislead **us** or the **legal representative**;
 - ix) not exaggerate the **claim** or bring any false or contrived **claim**;
 - x) attend court when asked to do so; and
 - xi) go to any expert examination when asked to do so.
- c) Where the **insured person** fails to comply with responsibilities b.x) or b.xi) then cover will cease in the sense that **we** will pay no **adverse costs** or **fees and expenses** incurred from the date on which the failure to comply took place. The same is true of responsibilities b.ii) to b.iv) save that the date on which cover will cease will be the date upon which the **insured person** ought to have complied with those obligations. Where there has been a failure to comply with any of the responsibilities described at b.v) to b.vii) then **we** will pay no more than the amount **we** would have paid had the **insured person** complied with those obligations. Where there has been a breach of responsibilities b.viii) or b.ix) cover will cease entirely and with retrospective effect.
- d) Where **we** have paid **adverse costs** and **fees and expenses** incurred during a period when cover had ceased or did not exist, then the **insured person** will be liable to repay those monies; for the avoidance of doubt, the **insured person** will be deemed to have received them notwithstanding the fact that they may have been paid directly to the **opponent** or the **legal representative**.
- e) Where appropriate, the **insured person** must act upon any order for costs promptly;
- f) The **insured person** must not do anything to impede negotiations about costs or any assessment of costs;

3. Legal representation

- a) This **policy** provides cover for **fees and expenses** and **adverse costs**. In the event of a **claim** **we** will nominate a **legal representative** from **our** panel to represent the **insured person**. If **you** disagree with the **legal representative** **we** have proposed, **you** are entitled to ask **us** to nominate an alternative representative. **We** will take into consideration any particular requests **you** might have (such as the requirement for a **legal representative** who is local to **you**) in selecting a **legal representative**.
- b) The **insured person** has the right to choose their own **legal representative**. In particular:
- i) Where recourse is had to a lawyer (or other person having such qualifications as may be necessary) to represent or serve the interests of the **insured person** in any **claim**, the **insured person** shall be free to choose that lawyer (or other person); and
 - ii) The **insured person** shall also be free to choose a lawyer (or other person having such qualifications as may be necessary) to serve their interests whenever a conflict of interests arises.
 - iii) 'In any **claim**' means that proceedings have begun or are about to begin.
- c) Unless **we** agree otherwise, the **legal representative** must agree to work under **our** standard terms of appointment. **Our** terms of appointment outline the service standards to which **we** expect the **legal representative** to adhere and may place a restriction on the amount that they are

Policy conditions cont'd

permitted to charge in respect of the work undertaken on **your** behalf. A copy of **our** standard terms of appointment is available on request. If **you** would like to receive a copy of the terms please contact **us** at the details shown in the section titled 'Making a claim'. If the **legal representative** does not agree to **our** terms of business then **we** will not be able to **approve** their appointment and **you** will be required to nominate an alternative **legal representative**.

- d) Where **you** have elected to use **your** own nominated authorised professional **you** will be responsible for any professional **fees and expenses** in excess of **our** standard professional **fees and expenses**.
- e) Where **we approve** a **legal representative** and where that person agrees to abide by **our** standard terms (or other agreed terms), that person must enforce any right to payment under this **policy** directly against **us** and only against **us**.
- f) If **we** believe that **your** choice of **legal representative** lacks the skills to win the **claim**, **we** will be at liberty to decline to **approve** the **claim** on its merits, but only if **we** have told the **insured person** about **our** concerns and given them the opportunity to choose a different **legal representative**.
- g) The **insured person** must give **us** direct access to the **legal representative** and must authorise them to tell **us** about the **claim**, its merits, its progress, and any other relevant matter.

4. Particular circumstances

- a) **Our consent** is required in all of the following circumstances:
 - i) Where it is proposed to discontinue the **claim**;
 - ii) Where it is proposed to take any course of action (including settling the **claim**) that would be likely to result in the **insured person** having to pay **adverse costs**;
 - iii) Where it is proposed to have costs (including **adverse costs**) assessed by way of a detailed assessment (but not provisional assessment); or
 - iv) Where it is proposed to agree the amount of **adverse costs**.

Consent will not be refused without good reason, but if the proposed course of action is not one that can be pursued in a proportionate manner, then **consent** may be withheld.

In determining whether a **claim** can be pursued in a 'proportionate manner' **we** will consider whether a person would consider the costs reasonable, if they did not have legal expenses insurance, and were financing their own legal costs. **We** will consider points including:

- the amount being claimed;
- the value and issues in question of the **insured person's** case;
- the **insured person's** location and that of the other party;
- the legal costs and expenses **we** would expect a **legal representative** appointed by **us** to charge.

Where **consent** was required but was not obtained, cover under this **policy** will cease with retrospective effect.

Policy conditions cont'd

- b) Where the **opponent** has made a **Part 36 offer** and where the **insured person** has been ordered to pay **adverse costs** (or agrees, with **our** prior written **consent** to pay **adverse costs**) as a result of them having failed to recover more than was offered, then:
 - i) Subject to the provisions in ii) below, **we** will pay the **adverse costs** regardless of whether they are (from the **opponent's** point of view) to be set-off against damages or other costs; and
 - ii) Where the extent of cover has been limited by the operation of paragraph 2.c) above, then if and to the extent that cover continues to apply, **we** will pay **adverse costs** only if and to the extent that the net sums payable (i.e., after any set-off by the **opponent**) exceed the amount of damages recovered.
- c) Where the court orders the **insured person** to pay (or where the **insured person**, with **our** prior written agreement, agrees to pay) **adverse costs** notwithstanding the fact that they are also to receive costs, then:
 - i) Subject to the provisions in ii) below, **we** will pay the **adverse costs** regardless of whether they are (from the **opponent's** point of view) to be set-off against damages or other costs; **we** will also pay the **fees and expenses**; and
 - ii) Where the extent of cover has been limited by the operation of paragraph 2.c) above, then if and to the extent that cover continues to apply, **we** will pay **adverse costs** and **fees and expenses** only if and to the extent that the net sums payable (i.e., after any set-off by the **opponent**) exceed the amount of damages recovered.
- d) Where, by agreement or by order, a **partial costs order** is made, and where this is a result of the court having reduced the amount payable to the **insured person** to take account of **adverse costs** payable by the **insured person**, then **we** will not be liable to pay those **adverse costs** unless the court has quantified those costs or made an order that will allow those costs easily to be quantified.

5. Limits on cover

- a) The maximum amount that **we** will pay in any single **claim** shall be £100,000.
- b) The indemnity provided by this **policy** for **adverse costs** or **fees or expenses** will exceed the amount that would be assessed as being reasonable upon an assessment of costs on the standard basis. Under the 'standard basis' of costs assessment the court will only allow costs which are proportionate to the matters in issue and will resolve any doubt it may have in favour of the party claiming those costs, as to whether costs have been reasonably incurred and/or that they are reasonable and proportionate.
- c) The maximum hourly rates that **we** will pay any **legal representative** will depend on the geographical location of the **insured person**; the categories of location used follow the format of The Guide to the Summary Assessment of Costs:
- d) If the **insured person** lives in London (Bands 1, 2, or 3), the maximum hourly rate payable will be £150 per hour;
- e) If the **insured person** lives in National Band 1, the maximum hourly rate payable will be £120 per hour; and
- f) If the **insured person** lives in National Band 2, the maximum hourly rate payable will be £105 per hour.

Policy conditions cont'd

6. Recovery and quantification of costs in the claim

- a) Where appropriate, the **insured person** must act upon any order for **adverse costs** by notifying **us** promptly and obtaining **our** written agreement to the course of action that should be taken.
- b) The **insured person** must not do anything to impede any negotiations about costs or any assessment of costs.
- c) Where **we** are liable to pay **adverse costs**, then the **insured person** agrees to allow **us** to conduct a detailed assessment of those costs in their name (but at **our** cost).
- d) Where **we** are liable to pay **fees and expenses**, then the **insured person** and the **legal representative** agree to allow **us** to have those costs assessed in **our** name, such assessment to take place on the standard basis. Under the 'standard basis' of costs assessment the court will only allow costs which are proportionate to the matters in issue and will resolve any doubt it may have in favour of the party claiming those costs, as to whether costs have been reasonably incurred and/or that they are reasonable and proportionate.

Notices

By accepting the benefits of this **policy**, the **insured person** agrees that they have been given notice of the right to choose a **legal representative** (see paragraph 3.c).

Substitute vehicle

- 1) In the event of theft or attempted theft of, or vandalism to, the **insured vehicle you** must, when reporting to **us**, provide the name, address and telephone number of the police station to which the crime has been reported and supply the crime reference number which has been allocated by the police.
- 2) The insured incident must be reported to **us** within 48 hours of occurrence and must be subject to a **claim** under the **insured person's** own **motor insurance policy**.
- 3) The **insured person** must abide by the **hire firm's** terms and conditions of hire at all times during the **hire period**.
- 4) The **insured person** must pay the insurance excess arising on any **claim** relating to the **substitute vehicle** which arises during the **hire period** or pay a collision damage waiver. Full details of this will be made available before hire commences.
- 5) **We** will select a **hire firm** for **you** and arrange for them to supply a **substitute vehicle** suitable for **your** needs.
- 6) The **insured person** must agree to **our** trying to recover the **vehicle hire costs** in his or her name from any third party from whom they may be recoverable, including if necessary by issuing and pursuing civil legal proceedings, or including the **vehicle hire costs** in any **claim** for other losses being pursued in the name of the **insured person**.
- 7) **We** can take over and conduct such a **claim** and/or proceedings in the **insured person's** name at any time. **We** can negotiate any such **claim** on behalf of an **insured person**.
- 8) Any **vehicle hire costs** recovered in such a **claim** must be paid to **us** or to **our** order.
- 9) **You** must keep **us** fully informed at all times of all matters relating to the insured incident and in particular must notify **us** immediately if an **insured vehicle** which has been stolen is recovered or if **you** receive a cheque in settlement of the value of an **insured vehicle** which has been **written off** or if an **insured vehicle** is rendered driveable.

General Conditions

Alteration

You must notify the **administrator** as soon as reasonably possible of any alteration in risk which materially affects this **policy**.

Arbitration

If there is a dispute between **you** and the **administrator**, which is not resolved by this **policy**, either side may refer to the arbitration of a single arbitrator, being a solicitor or barrister agreed by the two sides. If no agreement can be reached the President of the relevant national Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts in force at the time. The costs of arbitration shall be borne by the instigating party unless deemed otherwise by the arbitrator.

Assignment

This **policy** may not be assigned in whole or in part without the written **consent** of the **administrator**.

Communications

All communications from the **insurer** or their representatives shall be deemed duly sent if sent by the **administrator** or their representatives to **your** last known address, or the address of **your** representative if relevant. All communications sent by **you** to the **insurer** or their representatives shall be deemed duly sent if sent to the **administrator**.

Compliance and precautions

You must comply with each and every term of this **policy** and must take all reasonable precautions to minimise the cost of any **claim**.

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, **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.

Presentation of claims

You must notify the **administrator** as soon as reasonably possible of any insured event which may give rise to a **claim**, complete any forms requested by the **administrator** and promptly supply such information as the **administrator** or their agents require.

Terminology

The terminology used in this **policy** is that of England and Wales but shall, where appropriate, mean the equivalent terminology of any relevant jurisdiction within the **territorial limits**.

How to cancel your policy

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

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.

Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your administrator / your** agent with incomplete or inaccurate information. This may result in **your policy** being cancelled from the date **you** originally took it out and **we** 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 **us**, as well as other insurers, in the future.

How to make a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a **claim you** should follow the Complaints Procedure below:

Complaints regarding the sale of the policy:

Please contact Lifesure Group Limited who arranged the Insurance on **your** behalf.

Complaints regarding claims:

Please contact:

The Nominated Complaints Handler
Soter Professional Services Ltd
Suite 4, Unit 9 Norwich Business Park
Norwich
Norfolk
NR4 6JD

Tel: 0161 4294585
Email: claims@soterps.com

Please ensure that **your policy** number is quoted in all correspondence to assist a quick and efficient response.

If **your** complaint cannot be resolved by the end of the third working day, it will be passed to ARAG plc at ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN. Email: customerrelations@arag.co.uk. Tel: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

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 £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123 or 0800 023 4 567
Email: complaint.info@financial-ombudsman.org.uk
Web: 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.

How to make a complaint cont'd

Financial Services Compensation Scheme (FSCS)

The **insurer** ARAG Allgemeine Versicherungs-AG Branch UK is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that the **insurer** 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 get more information about compensation scheme arrangements from the FSCS by visiting fscs.org.uk or call **us** on 0800 678 1100 or 020 7741 4100.

Consumer Insurance Act

You must to take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** 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.

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

Miscellaneous

- a) Unless some other law is agreed in writing, this **policy** is governed by the laws of England and Wales. If there is a dispute, it will only be dealt with in the courts of England and Wales or of the country within the United Kingdom in which the **insured person's** main residence is situated.
- b) In the event that any term, condition or provision of this **policy** is held to be prohibited by any applicable law, statute or regulation, the same shall (to that extent) be deemed to be struck from this **policy** as if it had not been included when this **policy** was first made.
- c) To be effective (and unless the court orders otherwise), any variation of or supplement to this **policy** must be made in writing.
- d) The Contracts (Rights of Third Parties) Act 1999 does not apply to this **policy**.

Data protection notice

This is a summary of how the insurer will collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk.

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

Lifesure privacy policy

Under the GDPR and DPA 2018 individuals also have a number of rights relating to their personal information, which includes the right to access their personal data and supplementary information, which can be requested free of charge. **Your** rights are outlined in full in Lifesure's data privacy notice, which can be accessed at: Lifesure.co.uk/privacy. Should **you** need to contact Lifesure's Data Protection Officer, please email: dpo@lifesure.co.uk.

