

Motor Insurers' Bureau Legal Expenses Scheme

Introduction

This document sets out the terms and conditions of the cover provided under this scheme. Please read it carefully.

Who we are

FirstAssist Insurance Services Limited is registered in England and Wales No. 04617110. Registered office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462. Registered office at 1 Minster Court, Mincing Lane, London EC3R 7YH.

FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority. FSA Register No. is 310671

Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Financial Services Authority. FSA Register No. is 202715.

You can check this information on the FSA's Register by visiting the FSA's web site www.fsa.gov.uk/register or by contacting the FSA on 0845 6061234

Your contract and the law

This insurance will be governed by English law.

What to do if you have a complaint

As a customer of FirstAssist, you have the right to expect the best possible service and support. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

In our experience many problems can be resolved by speaking to the staff directly responsible for the handling of your policy or claim. They will do their best to address the problem and in our experience most issues can be resolved satisfactorily at this stage.

When you contact us we promise to;

- fully investigate your complaint
- keep you informed of progress
- do everything possible to resolve your complaint
- learn from our mistakes
- use the information from your complaint to proactively improve our service in the future.

If your complaint is not resolved or if you are unhappy with our response, then you can progress your complaint with our Customer Relations Team.

They will carry out a separate investigation and full review that will be concluded by us issuing a final response letter. We will issue our final response within eight weeks of your original complaint. If it is not possible to issue our response within this timescale we will write to you explaining why.

Customer Relations Officer

FirstAssist Insurance Services Limited
Marshall's Court,
Marshall's Road,
Sutton, Surrey.
SM1 4DU.

Telephone: 020 8652 1313

Fax: 020 8661 7604

What to do if you are still not satisfied.

If you are still not satisfied with our response then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response.

Financial Ombudsman Service

(Insurance Division)
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0845 080 1800

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Your rights

We must accept the Ombudsman's final decision, but you are not bound by it and may take further action if you wish.

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

Please note that the Financial Ombudsman Service will only consider complaints if you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Motor Insurers' Bureau Legal Expenses Scheme

A The meaning of words used in this certificate

You

The person or organisation bringing a claim under the **Uninsured Drivers Agreement**.

We, us, our

FirstAssist which manages this insurance for the **insurer**. **You** can contact **us** at:

FirstAssist Insurance Services Limited
Bowling Mill
Dean Clough Office Park
Halifax
HX3 5JA

Telephone 08457 125357 (calls charged at local rate)

FirstAssist is a wholly independent body. **We** will assess the risks of **your** case in order to decide whether to offer cover. If cover is offered **we** will agree with **you** how to progress **your** claim. All communications with **us** are confidential. The scheme has been designed to be simple to use and has few exclusions.

Policyholder

Motor Insurers' Bureau (MIB)

Neither MIB as the **policyholder** nor the **insurer** has any right under this policy or otherwise to influence any decision taken by FirstAssist concerning the control or conduct of **your** claim. Any matters relating to your claim will be entirely between **you/your appointed representative** and FirstAssist, with no involvement taken in them by the MIB.

Insurer

Great Lakes Reinsurance (UK) PLC which has agreed to underwrite this scheme on behalf of FirstAssist.

Vehicle

Any motor vehicle owned, leased or hired by **you**. Any caravan or trailer is included when properly attached to the **vehicle**.

Uninsured Drivers Agreement

The agreements dated 22nd December 1988 and 13th August 1999 between the Secretary of State for the Environment, Transport and the Regions and Local Government Transport and the Regions respectively and the Motor Insurers' Bureau, relating to the compensation of victims of uninsured drivers, and any successor agreements which **we** have agreed to cover under this insurance.

Period of Insurance

The period during which **we** have agreed with the **policyholder** that this scheme operates.

Motor Insurers' Bureau Legal Expenses Scheme

Claim

Any claim made under this certificate for any benefit provided by this insurance.

Appointed representative

A lawyer appointed to act for **you**.

Legal Proceedings

Matters before civil courts/ tribunals, arbitration proceedings and appeals, (including preparatory work undertaken prior to such matters) within the **territories** arising from an **incident**.

Legal expenses

- (a) Legal fees, costs and other expenses which are paid by **us** or properly charged by the **appointed representative** in any **legal proceedings**. Anything more than is allowed on the **standard basis** must be paid by **you**.
- (b) Legal fees, costs and other expenses which are properly charged by the **appointed representative** on the **standard basis** should **you** decide not to pursue **your** claim through the issue of **legal proceedings**, provided that **we** agree in writing to the abandonment of **your** claim before this abandonment occurs. This will include pre-proceedings costs relating to work done by **your appointed representative**.
- (c) **Your** opponent's legal costs which **you** are liable to pay in any **legal proceedings**.

Standard basis

We or the **appointed representative** can explain to you what is meant by costs allowed on the standard basis. In simple terms it means those costs which a court would decide to be necessary and reasonable for bringing the proceedings but not amounts that it would regard as excessive or unnecessary.

The basis for charging costs is set out in the court rules:

- (a) in England and Wales under Part 44, paragraph 4.1a and 4.2 of The Civil Procedure Rules - Order 62, Rule 12 of the Rules of the Supreme Court 1965; or
- (b) in Scotland under Chapter III Part IV (Court of Session Ordinary Proceedings) of the Act of Sederunt (Fees in the Court of Session) 1994; and Chapter II (in Ordinary Proceedings) or Chapter IV (In Summary Cause Proceedings) of the Act of Sederunt (Fees of Solicitors in the Sheriff Court)(Amendment and Further Provisions) 1993.

Incident

Any event or occurrence which happens during the **period of insurance** and within the **territories** and which causes:

- (a) loss of or damage to **your vehicle**; and/or
- (b) loss of or damage to **your** personal property; and/or
- (c) **your** bodily injury; and/or
- (d) the death of an individual as a result of which **you** are pursuing a claim on behalf of that individual's estate.

Motor Insurers' Bureau Legal Expenses Scheme

Territories

Great Britain

Insolvent

Unable to pay **your** debts when they are due, or **your** total assets are less than **your** total financial obligations and **your** financial affairs are under legal control.

Arbitration

A method of settling a dispute by asking an independent lawyer to decide it. He or she will be chosen by **you** and **us** jointly or (if we cannot agree) by the president of the Law Society. Whoever loses the argument must usually pay the lawyer's costs. If **you** lose, these costs are not covered by this insurance.

B Your cover

- 1 If **you** make a **claim** which **we** accept, **we** will do the following at the **insurer's** expense:
 - (a) Assist **you** with the recovery of any loss and costs arising from any **incident** for which you intend to make a claim under the provisions of the **Uninsured Drivers Agreement**
 - (b) Take, or represent **you** in, any **legal proceedings** (including making or defending an appeal) which are necessary because of any incident covered under **(a)** above. These **legal proceedings** must take place within the **territories**
 - (c) Pay on **your** behalf **your** irrecoverable **legal expenses** arising from any action under **(a)** or **(b)** above (see "**legal expenses**" above). **We** will further pay irrecoverable reasonable disbursements incurred by your **appointed representative** prior to confirmation of cover.
- 2 The most **we** will pay in respect of any one **claim** is £100,000. For the avoidance of doubt, in the event that a **claim** is made which covers more than one organisation or individual, a separate limit of £100,000 will apply in respect of each organisation or individual insured under this policy.

Motor Insurers' Bureau Legal Expenses Scheme

C What you are not covered for

- 1 Any **incident** for which **you** already have cover under an insurance policy which you took out before the **incident** occurred.
- 2 Any **incident** which happens outside the **period of insurance**.
- 3 Any legal expenses which arise from any event other than **your** bringing of a claim under the **Uninsured Drivers Agreement**.
- 4 Any **claim** under **B 1 (b)** above if **you** have not reasonably tried to settle the matter by discussion and agreement.
- 5 **Legal expenses** which **we** have not agreed in writing.
- 6 **Small** claims. These include claims for:
 - Loss of or damage to property where the cost of repairing the damage or replacement of the property damaged does not exceed £5000 (or the Small Claims limit set by court rules if higher)
 - Personal injury claims not exceeding £1000 (or the Small Claims limit if higher) in value where the value of any damage to property claim made as a result of the same accident does not exceed £5000 (or the Small Claims limit if higher).

Motor Insurers' Bureau Legal Expenses Scheme

D Claims conditions

- 1 **You** must do all of the following:
 - a) Try to minimise the harmful effects of any incident;
 - b) Give **us** full proper and truthful details of every **incident**, as soon as **you** can after it occurs;
 - c) Try to limit any loss or costs which **you** may want to recover including any **legal expenses** arising from any **claim you** make;
 - d) Give **us**, as soon as possible, all the information, documents and help **we** ask for in order to deal with **your claim**;
 - e) Tell **us** as soon as **you** receive any offer to settle any action or proceedings or any offer of a payment into court. **You** must not discuss with **your** opponent, accept or reject any offer unless **we** agree. If **you** do discuss or reject an offer, **we** may stop supporting **your claim**, as described in **D2(c) (ii)** below. If **you** do accept an offer and this limits the **legal expenses we** are able to recover or makes **you** liable for **opponent's costs**, **we** may refuse to pay the irrecoverable **legal expenses** and **opponent's costs** which arise;
 - f) Give **us** written details of everything **we** ask for;
 - g) Agree to assign to **us** any right of action **you** have arising from a payment made to **you** under this policy and allow us to recover it from any other person or organisation.
- 2
 - a) **We** must have accepted **your claim** in writing before **we** can deal with it.
 - b) **We** will accept **your claim** when **we** are satisfied that:
 - (i) **we** have all the information that **we** need; and
 - (ii) **you** can identify any person **you** have a claim against or **you** are in dispute with; and
 - (iii) it is reasonable for **you** to pursue **your** claim and **you** have good prospects of success.
 - c) **We** may withdraw **our** acceptance of **your claim** and stop supporting it if:
 - (i) in the opinion of the **appointed representative you** no longer have good prospects of success in your case; or
 - (ii) **you** act wrongly or unreasonably in dealing with anything to do with the **claim**; or
 - (iii) refuse to accept the **appointed representative's** advice concerning an offer of settlement; or
 - (iv) **you** become **insolvent** and are unlikely to receive and keep any worthwhile personal benefit by continuing with **your** action, even if it is successful.

If **we** do withdraw acceptance, the **insurer** will still pay for all benefit **you** were entitled to get up to that time.

If **you** withdraw **your claim** or stop **your** proceedings without **our** permission, **you** must pay all **legal expenses** (including opponent's legal costs) which arise before **you** withdraw or stop or arise as a result of **you** withdrawing **your claim** or stopping **your** proceedings.

Motor Insurers' Bureau Legal Expenses Scheme

- 3 When **we** are considering whether to accept **your claim** or to withdraw from it, or the cost or value of any benefit, **we** will take into account the opinion of **your** lawyer, if **you** have one. If **you** disagree with **our** decision, we both may agree to **arbitration**.
- 4 (a) If **you** have not instructed someone to represent **you** and **we** think that **you** need an **appointed representative** to help to protect **your** legal rights, **we** will suggest one.
- (b) If **you** have already instructed someone to represent **you** when **you** first approach **us**, we will usually accept that appointment as the **appointed representative**, but may not do so in exceptional circumstances, for example, where the previous claims record of the suggested **appointed representative** is unacceptable, where the representative lacks expertise in this field of law, or where the costs charged by the representative are unreasonable.
- (c) Where we cannot agree on the **appointed representative**, the matter may be settled by way of arbitration.
- (d) **You** must give the **appointed representative** full details of the **incident** and **your claim** and any other information **you** are asked for. **You** must instruct **your appointed representative** to keep **us** fully informed as to the progress of the action. **We** are entitled to any information, document or advice whether or not privileged relating to a **claim**. On request, **you** will give the **appointed representative** any instructions necessary to ensure such access.
- (e) **You** must not make any arrangement with the **appointed representative** about the amount or method of payment of **legal expenses** unless **you** have **our** written permission.
- (f) **You** must give **us** all the **appointed representative's** bills as soon as **you** get them, unless they are also forwarded direct to **Us**. If **we** ask, **you** must confirm that any bill for **legal expenses** is correct, or tell the **appointed representative** to have that bill and any demand for **opponent's costs** officially confirmed as being charged on the **standard basis**.
- (g) If **you** wish us to change **your appointed representative** **you** must write to **us** giving **your** reasons. If **you** disagree with **our** decision the matter may be settled by arbitration.

E General conditions

- 1 **You** must do everything reasonable to recover the **legal expenses** arising from **your claim** and must pay these to **us**.
- 2 If **you** make a **claim** which is false in any way, or collude with another party to bring about the circumstances out of which a **claim** arises, **you** will not be entitled to any benefit under this insurance for that **claim** or for any other **claim** **you** make which arises from the same **incident**.
- 3 **You** must contact the **insurer** or **us** at the address **we** gave in **A** above unless **we** have told **you** to use another address. **We** will contact **you** at the most recent address **you** have given **us** or (if **we** do not have one) at the **insured's** most recent address.

Motor Insurers' Bureau Legal Expenses Scheme

- 4 The **insurer** and the **policyholder** can cancel this insurance giving fifteen days' notice in writing in any of the following circumstances;
- (a) the insolvency or winding up of either party
 - (b) any change in the law that adversely affects the operation of the scheme to a material extent
 - (c) any developments in the insurance market or the law which fundamentally change the circumstances surrounding the way in which the scheme operates.

The **insurer** and the **policyholder** can cancel the scheme for any other reason giving three months' notice

provided that any cancellation of the scheme will not affect any applications for cover under the scheme which have already been submitted to **us**.

- 5 If **you** and **we** agree, **we** can use **arbitration** if we are in dispute about anything said in this certificate or anything to do with **your claim**. If **you** agree to **arbitration**, **you** may still take **your** dispute to court or try to settle it in another way.
- 6 **Your** contract for this insurance is governed by English law.
- 7 Great Lakes Reinsurance (UK) PLC is a member of the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk).

Data Protection Notice – How we protect your personal data

Introduction

Please make sure that you read and understand this Data Protection notice as it explains to you what we will do with the information that you give us. If you apply for our products and/or services it is highly likely that we will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. You should show this notice to any other person covered under your insurance policy. If your application includes other individuals we will assume that they have given their consent to you for you to give their information to us.

The Data Controller

The Data Controller is FirstAssist Insurance Services Limited.

Protection of your personal data

The security of your personal information is very important to us and we are compliant with all current data protection legislation. All personal information that you supply to us either in respect of yourself or other individuals in connection with our products and/or services will be treated in confidence by us and will be held by us for the purpose of providing and administering our products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if you complete an application form for our products and/or services you will be giving your consent to such information being processed by us (which may include other companies

within the FirstAssist Group) or our agents. Your personal & sensitive data may also be shared with the underwriter of our insurance products.

It may be necessary to pass your personal and sensitive data to other companies for processing on our behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect your personal data, but in all cases we will ensure that it is kept securely and only used for the purposes for which it was provided.

Inaccurate Data

If you believe that we are holding inaccurate information about you, please contact the team responsible for administering your policy and they will be happy to correct any errors.

Telephone calls

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

Fraud prevention, detection & 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 furnish us with other satisfactory proof of identity
 - Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

Customer Satisfaction Surveys

We aim to continuously improve the services we offer to our customers. Occasionally we carry out customer satisfaction surveys which may be for our own benefit or for more general interest, and we may need to collect further information about you in connection with them. Surveys will usually be carried out by FirstAssist but in some circumstances we will use an external firm. Your participation in such a survey is entirely optional but your help and feedback would be appreciated.