



# MOTOR LEGAL PROTECTION

INSURANCE POLICY

Your policy explained

Version 1.2

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## **PREAMBLE**

This insurance contract is a legally binding document between You and Haven Insurance Company Limited (Haven Insurance). In return for Your premium, Haven Insurance agrees to provide the cover shown in the Schedule for the Period of Insurance stated in the Schedule on the terms set out in this contract.

This document must be read together with Your policy wording as if they are one document.

The Insurer's acceptance of this risk and the premium calculated is based on the information presented to the Insurer being a fair presentation of the risk to be insured by the policyholder including any unusual or special circumstances which increase the risk and any particular concerns which the policyholder may have about their risk and the cover required

## **THE LAW APPLICABLE TO THIS POLICY**

Unless We agree otherwise in writing, the law which applies to this policy is the law of England and Wales.

## **Definitions**

Whenever they appear in this document the following words carry the same meaning whether or not they commence with a capital letter.

### **Appointed Advisor**

The Preferred Law Firm, solicitor or other suitably qualified person approved by Us to represent You.

### **Appointed Claims Handlers**

The claims handling companies engaged by Us to manage Your claims, including Haven Claims (Haven Claims is a trading name of Prospect Legal Limited) and Acorn Insurance and Financial Services Limited.

### **Conditional Fee Agreement**

A type of agreement between You and the Appointed Advisor which governs how the Appointed Advisor will charge You for their own services.

### **Data Protection Legislation**

Means (i) unless and until the General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

### **Endorsement**

An amendment to Your Insurance identified in the Schedule.

### **Fair Presentation**

You are required to make a fair presentation of the risk to insurers which discloses every material circumstance which You know or ought to know relating to the risk to be insured. A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms.

You must ensure that You have carried out reasonable searches to obtain all relevant information about the risk.

### **Legal Costs & Expenses**

Reasonable legal costs, fees, and disbursements reasonably and proportionally incurred by the Appointed Advisor agreed in advance by Us. Legal costs, fees, and disbursements will be assessed on the Standard Basis or in accordance with any applicable fixed recoverable costs scheme.

The definition of Standard Basis can be found within the Court's Civil Procedure Rules Part 44. The fees incurred by Your opponent which You are ordered to pay by a court or any other fees We agree to in writing.

### **Period of Insurance**

The period of time covered by this insurance as shown in the Schedule.

### **Preferred Law Firm**

The law firm chosen by Us to provide legal services.

### **Reasonable Prospects of Success**

This means that there is a 51% or more chance that:

- (a) Your claim or appeal will be successful, and;
- (b) Any judgment being sought by You will be enforced.

### **Schedule**

The document which gives details of Your cover.

### **Small Claims Court**

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by

Section 26. (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the policy applies.

### **Terms of Appointment**

A separate contract which We will require the Appointed Advisor to enter into with Us if the Appointed Advisor is not a Preferred Law Firm. The contract sets out the amounts We will pay the Appointed Advisor under Your policy and their obligation to report to Us throughout the claim.

### **Territorial Limits**

The United Kingdom, Channel Islands and the Isle of Man.

### **We or Us or Our**

Haven Insurance Company Limited.

### **You or Your**

The policyholder or policyholders named in the Schedule.

### **Your Agent**

Your broker or other intermediary through whom You take out this insurance named in the Schedule.

### **Your Vehicle**

The vehicle identified in Your Policy Schedule or any Courtesy Vehicle arranged by Us whilst Your Vehicle is being repaired after You have claimed under this policy so long as that vehicle is normally based in the UK.

# What is covered

We will provide cover for the Legal Costs & Expenses incurred to claim back losses which are not covered by Your policy from the responsible party, if Your Vehicle is damaged in an accident that is not Your fault.

## What is covered?

- 1 This cover will help You if an accident which is another party's fault:
  - (a) Results in damage to Your Vehicle and/or personal property in or on Your Vehicle; and/or
  - (b) Injures or kills You whilst You are in control of Your Vehicle.
- 2 We will pay Your Legal Costs and Expenses up to £50,000 for all claims arising from or related to the same accident including the cost of appeals or counterclaims, provided that:
  - (a) You have paid the insurance premium;
  - (b) You keep to the terms of this policy and fully cooperate with Us and the Appointed Advisor;
  - (c) The accident happens in the Territorial Limits;
  - (d) We and the Appointed Advisor agree that Your claim has Reasonable Prospects of Success throughout Your claim;
  - (e) The accident occurred during the period of insurance;
  - (f) Any claim is reported within 90 days of the accident occurring;
  - (g) The claim falls under the jurisdiction of a court or the Motor Insurers Bureau and in the Territorial Limits;
  - (h) The claim is handled by an Appointed Advisor who has been authorised by Us and they agree to Our Terms of Appointment;
  - (i) You enter into a Conditional Fee Agreement with the Appointed Advisor.
- 3 If We believe the incident is not Your fault, We will arrange for:
  - (a) A legal expert to contact You who will help claim back Your losses and obtain compensation for any injuries.
  - (b) You to be contacted to assess Your need and suitability for a replacement vehicle.

# General Conditions

## Your responsibilities

- 1 At all times You must:
  - (a) Tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to claim back losses;
  - (b) Cooperate fully with Us, giving the Appointed Advisor any instructions We or they may require, and to keep them updated with progress of the claim and not hinder them or Us;
  - (c) Take reasonable steps to claim back Legal Costs & Expenses and, where recovered, pay them to Us;
  - (d) Keep Legal Costs & Expenses as low as possible;
  - (e) Under no circumstances should You instruct Your own solicitor. We only agree to pay costs once the Appointed Representative has been agreed by Us.

## Freedom to choose an Appointed Advisor

- 2 You have the right to choose an Appointed Advisor to represent Your interests where You have the right to make a claim under this policy.
- 3 If You choose an Appointed Advisor which is not Our Preferred Law Firm they must agree to act for You in accordance with Our Terms of Appointment.

Cover for their costs will only commence from the date they agree to Our Terms of Appointment.

- (a) The Appointed Advisor will enter into a Conditional Fee Agreement directly with You. You will be responsible for costs incurred by the Appointed Advisor which are not authorised by Us;
  - (b) If You dismiss the Appointed Advisor without good reason, withdraw from the claim without Our written agreement, or if the Appointed Advisor refuses to continue acting for You with good reason, the cover will end immediately. We reserve the right to appoint another Appointed Advisor.
- 4 You must agree to Us having sight of the Appointed Advisor's file relating to Your claim. You are considered to have provided consent to Us to have sight of Your file for auditing and quality control purposes.

## Settlement

- 5 You must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without Our agreement.

If You refuse to settle the claim following advice to do so from the Appointed Advisor We may refuse to pay further Legal Costs & Expenses.

### **Barrister's opinion**

- 6 We may require You to obtain and pay for an opinion from a barrister where there are conflicting opinions over Reasonable Prospects Of Success. The choice of the barrister needs to be agreed with You and Us. You will be responsible for paying for the opinion unless it shows that Your claim has Reasonable Prospects Of Success.

### **Arbitration**

- 7 In case of dispute You may have the right to have recourse to arbitration.

### **Change of Law**

- 8 Cover is subject to "Change of Law" coming into effect prior expiry of Your policy. Published plans for The Prisons and Courts Bill to include an exclusion to recoverability of legal costs in low value personal injury claims in April 2019. If this law takes effect Haven Insurance reserve the right to amend the terms of protection as they will be prevented from offering the same terms of legal cover.

"Applicable law" means laws and any other instruments/ subordinate legislation having the force of law. For the avoidance of doubt, Applicable Law shall include any applicable statute, ordinance, decree, regulation, or by-law or any rule, circular, directive or any licenses, consent, permit, authorization, concession or other approval issued by any authority which has appropriate jurisdiction.

"Change of Law" means the coming into effect prior expiry of the policy.

### **Fraud**

- 9 If You or anyone acting on Your behalf makes a fraudulent, false or exaggerated claim under this policy, We will be entitled to refuse to settle the whole of the claim and make any recoveries that We have already settled. We may also notify You that We will be treating this policy as having been terminated with effect from the date of the fraudulent act.

If We terminate this policy under this condition You will have no cover under this policy from the date of the fraudulent act and may not be entitled to any refund of premium. We may also recover any settlement made in regard to any other claim on Your policy.

This clause also applies to false statements made when taking out the policy or bringing a claim and if You provide false documents in support of a claim. If any fraud is perpetrated by or on behalf of an insured person and not on behalf of You this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

# General exclusions

**1** We will not cover any claim arising from or relating to:

- (a) Legal Costs & Expenses incurred before We accept a claim or have provided Our written authorisation;
- (b) Any claim to be heard by the Small Claims Court;
- (c) A contract;
- (d) Defending any claim other than appeals and counterclaims against You in relation to the same accident;
- (e) An accident which occurs before commencement of this policy;
- (f) Fines, penalties or compensation awarded against You;
- (g) A dispute with Your Agent or Us not dealt with under the Complaints section of this policy;
- (h) A group litigation order.

**2** Where Our risk is affected by Your failure to keep to any policy condition, We may cancel this section of Your policy, refuse a claim or withdraw from an ongoing claim.

We also reserve the right to claim back Legal Costs & Expenses from You if this happens.

**3** Any claim where the cost of proceeding is likely to be disproportionate compared to the recovery amount in dispute, or where the likelihood of a court granting an injunction is low.



# Canceling your policy

1 This section applies to policies cancelled by You or by Us.

- (a) If at the time of cancellation You have made a claim or reported an Incident which may give rise to a claim under this insurance policy, We will retain the whole premium whilst the claim is in the process of being settled. The claim will be settled for the purpose of this section when a final settlement is made by Us or when We receive notification that a claim by You will not be pursued further.
- (b) If there has been no claim made on this policy at the time of cancellation, We will refund a percentage of the premium according to the number of days remaining before the end of the Period of Insurance from the date of cancellation.
- (c) If there has been a claim made on this policy at the time of cancellation and We have incurred costs as a result then no refund of premium will be given and the full annual premium will be payable.
- (d) A Cancellation fee will be applicable, as specified in the policy schedule.

## If You decide to cancel

2 You may cancel this insurance at any time by contacting Us in writing either directly or via Your Agent or broker, requesting Your policy to be cancelled. You will not be insured from the date of cancellation.

3 If You cancel this insurance in the Cooling-Off Period:

We will refund part of the premium to You or Your Agent subject to the conditions set out in section 1 above. Please note We are obliged to charge You for the period You were on cover unless You can provide Us with proof of alternative cover with another insurer.

## If We decide to cancel

- 4 We or Your Agent may cancel the insurance by sending 7 days notice of cancellation to the email address held on file by Us or Your Agent, or Your last known postal address (where we are unable to locate a valid email address). In the case of Northern Ireland the notice will also be sent to the the Department of Environment, Northern Ireland. You will not be insured from the 8th day after the notice is issued to You. The notice will provide an explanation as to why Your policy is being cancelled.
- 5 We will refund the part of Your Premium according to the number of days remaining from the date of cancellation until the end of the Period of Insurance, subject to the status of any claims made on Your policy, as outlined in section 1.
- 6 If You have an Agent, any refund will be sent to Your Agent.

# Important information

## WHO ARE WE?

Haven Insurance Company Limited is registered in Gibraltar number 85914. Our registered office is located at No.1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA . We are authorised and regulated by the Gibraltar Financial Services Commission under the Insurance Companies Act 1987. In addition to this, We are also regulated by the Financial Conduct Authority (FCA) by means of cross border services. Haven Insurance is a member of the UK's Motor Insurance Bureau (MIB) and Association of British Insurers (ABI).

## FINANCIAL SERVICES COMPENSATION SCHEME

If We are unable to meet Our liabilities You may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0207 741 4100.

## SHARING YOUR PERSONAL DATA – DATA PROTECTION

Please view Our full Privacy Statement at [www.haven.gi/privacystatement](http://www.haven.gi/privacystatement) which will provide further information on how We use Your personal data. We will only use Your personal data in accordance with Data Protection Legislation.

## How We will use Your personal data

### To manage Your insurance with Us

This may include sharing Your personal data with:

- 1 Your Agents to process and administer Your insurance. As part of Your Agents processing they may carry out checks with credit reference and fraud prevention agencies in order to verify Your identity, assess Your application for a quotation or credit and offer You the best terms. The checks may be against both public data (such as information from the electoral roll) and private data (such as Your credit history). A record of the search will appear on Your credit report. As part of the quote process, Your Agent may exchange information with various industry databases in order to verify the information that You have provided such as the Claims and Underwriting Exchange (CUE), the Hunter Database, the Motor Insurance Anti-Fraud and Theft Register or the No Claims Discount Database. Your Agents may also carry out checks against data they already hold on You such as data from existing products or account data. They may use this data to help them assess and rate Your application for a quote and determine Your premiums.
- 2 Subcontractors and service providers to process Your personal data and provide services on Our behalf.
- 3 Our Appointed Claims Handlers to manage claims under Your insurance.
- 4 Industry Regulators to monitor and enforce Our compliance with any applicable regulations.

- 5 Other Insurers, if You move to a new insurer We may confirm certain details about Your insurance to them. We will only confirm details to genuine organisations. Any requests for policy information by an individual other than the insured will require permission from the insured to do this.
- 6 Third parties involved in a claim, including their insurer, solicitor, or representative.
- 7 The Compensation Recovery Unit, Department for Work and Pensions, and National Health Service in relation to a claim.
- 8 The Financial Ombudsmen Service, if You make a complaint about the service We have provided.
- 9 The Motor Insurance Anti-Fraud and Theft Register and to the Claims and Underwriting Exchange Register, which are both administered by Motor Insurance Bureau (MIB).
- 10 The DVLA, Your Driving Licence Number may be provided to the DVLA in order for a search to be carried out to confirm Your licence status, entitlement and relevant restriction information and endorsement/conviction data. Searches may be carried out as part of Your quote and at any point throughout the duration of Your insurance policy. A search with the DVLA will not show on Your driving licence record. For details relating to information held about You by the DVLA, please visit [www.dvla.gov.uk](http://www.dvla.gov.uk). Undertaking searches using Your driving licence number helps insurers check information to prevent fraud and reduce incidences of negligent misrepresentation and non-disclosure.
- 11 The Motor Insurance Database (MID); information relating to Your insurance policy will be added to the Motor Insurance

Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the data stored on it may be used by certain statutory and / or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- 11.1 Electronic Licencing;
- 11.2 Continuous Insurance Enforcement;
- 11.3 Law enforcement (prevention, detection, apprehension, and/or prosecution of offenders);
- 11.4 The provision of government services and other services aimed at reducing the level and incidence of uninsured drivers.  
If You are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including their appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds Your correct registration number. If it is incorrectly shown on the MID You are at risk of having Your Vehicle seized by the Police.  
You can check that Your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

### **Administration**

To manage and administer Our relationship with You, including Your registrations, transactions and communications with Us, to perform all orders and contracts with You, to provide the products and information You request, and to respond to Your comments, questions and support requests, and to monitor compliance with and enforce the terms of Our relationship and any contracts with You.

### **Telephone Calls**

We may monitor and record telephone calls for the purpose of security and training.

### **Market Research/Data Analysis**

To help improve Our services We, Your Agents and recipients of Your Personal Data may also use Your Personal Data for the purposes of marketing research and data analysis. This helps to develop and improve the products and services that are offered.

### **Complaints**

To investigate and respond to complaints made in relation to insurance policies We underwrite.

### **To prevent and detect fraud**

Before We provide services, goods or financing to You, We undertake checks for the purposes of preventing fraud and money laundering, and to verify Your identity. These checks require Us to process personal data about You.

The personal data You have provided, We have collected from You, or We have received from third parties will be Used to prevent fraud and money laundering, and to verify Your identity.

Details of the personal information that will be processed include, for example: name, address, date of birth, contact details, financial information, employment details, device identifiers including IP address and vehicle details.

We and fraud prevention agencies may also enable law enforcement agencies to access and Use Your personal data to detect, investigate and prevent crime.

We process Your personal data on the basis that We have a legitimate interest in preventing fraud and money laundering, and to verify identity, in order to protect Our business and to comply with laws that apply to Us. Such processing is also a contractual requirement of the services or financing You have requested.

Fraud prevention agencies can hold Your personal data for different periods of time, and if You are considered to pose a fraud or money laundering risk, Your data can be held for up to six years.

If We, or a fraud prevention agency, determine that You pose a fraud or money laundering risk, We may refuse to provide the services or financing You have requested, or to employ You, or We may stop providing existing services to You.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others

refusing to provide services, financing or employment to You. If You have any questions about this, please contact Us on the details below.

Whenever fraud prevention agencies transfer Your personal data outside of the European Economic Area, they impose contractual obligations on the recipients of that data to protect Your personal data to the standard required in the European Economic Area. They may also require the recipient to subscribe to ‘international frameworks’ intended to enable secure data sharing.

### **Your Rights**

Your personal data is protected by legal rights, which include Your rights to object to Our processing of Your personal data; request that Your personal data is erased or corrected; request access to Your personal data.

For more information or to exercise Your data protection rights, please contact Us using the contact details below.

If You would like to read the full details of how Your data may be used please view Our privacy statement here: [www.haven.gi/privacystatement](http://www.haven.gi/privacystatement), phone us on 0345 0920704, Email [dataprotection@haven.gi](mailto:dataprotection@haven.gi), or write to us at Haven Insurance Company Limited, No. 1 Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA.

You also have the right to complain to the Information Commissioner’s Office (UK) or the Gibraltar Regulatory Authority (Gibraltar) which regulate the processing of personal data:

**Information Commissioner’s Office**  
**Wycliffe House**  
**Water Lane**  
**Wilmslow**  
**Cheshire**  
**SK9 5AF**  
**[www.ico.org.uk](http://www.ico.org.uk)**

**Gibraltar Regulatory Authority**  
**2nd Floor Eurotowers 4**  
**1 Europort Road**  
**Gibraltar**  
**[www.gra.gi](http://www.gra.gi)**

### **COMPLAINTS**

We’re committed to providing You with a first class service but We recognise that there may be an occasion when You feel We may not have done this and You wish to make a complaint. We will always try to resolve any complaint speedily and at the earliest possible stage.

If You are not satisfied with the service provided by Your Agent, please contact them. If You are not satisfied with Our service please contact Us straight away by calling Us on **0345 0920704** or by emailing

If You want to make a complaint in writing please contact our Customer Relations Team at:

**Customer Relations**

**Haven Insurance Company Limited**

**No.1 Grand Ocean Plaza**

**Ocean Village**

**Gibraltar**

**GX11 1AA**

We will try to resolve Your complaint on receipt but if this is not possible then We will send You a written acknowledgement after We receive Your complaint. This will tell You the name of the person handling Your complaint and enclose Our complaints procedure leaflet.

We will write to You to confirm Our resolution of Your complaint. If We have not resolved Your complaint within eight weeks, or if Your complaint is still not resolved to Your satisfaction, You have the right to refer Your complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

**Financial Ombudsman Service**

**Exchange Tower**

**London**

**E14 9SR**

**Telephone: 0800 0234567**

**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

The Financial Ombudsman Service will handle most complaints You might have, but there are some instances that fall outside its authority. The Ombudsman's decision is binding upon Us, but You are free to reject it without affecting Your legal rights.

## **PREMIUM PAYMENTS**

You may pay for Your Policy either annually or by monthly instalments. If You choose to pay by monthly instalments, You must pay by Direct Debit. We may at Our option deduct any outstanding premiums due from any claims entitlement due in respect of a loss under this policy.

### **Chasing letter**

- 1 We or Your Agent will write a chasing letter requiring payment of the outstanding instalment within 7 days of the due date of the instalment.
- 2 If the late instalment is paid within 7 days of the date of the first chasing letter, We or Your Agent will reinstate Your insurance to its original cover.
- 3 If the instalment remains unpaid after 7 days of the date of the chasing letter, We or Your Agent will write a cancellation letter to Your last known address.
- 4 The cancellation letter will be sent and will notify You that this policy is no longer in force following delivery of the cancellation letter. The cancellation letter will provide a clear explanation why Your policy is being cancelled.

### **Unusual circumstances**

- 5 With Our agreement, any extra premium arising from changes to this insurance may be spread out over existing monthly instalments. If You pay annually, You must pay the extra premium in full within 28 days of the request to make changes.

### **CHANGES TO YOUR POLICY**

If You change Your policy or ask Us or Your Agent to re-issue documentation:

- 1 Your Agent will advise You about any change in premium.
- 2 We or Your Agent may charge You an administration fee for making changes to Your policy.

August 2018 Version 1.2

**HAVEN**  
INSURANCE

[www.haven.gi](http://www.haven.gi)

HAVEN INSURANCE COMPANY  
LTD.

Registered office:

No.1 Grand Ocean Plaza, Ocean Village,  
Gibraltar, GX11 1AA

Registered number: 85914