

Insurer's right to cancel

This policy runs alongside **your motor insurance policy**, if **your motor insurance policy** is cancelled for any reason this policy will also be cancelled by us.

We may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include, but are not limited to:

- Fraud;
- Non-compliance with policy terms and conditions
- Non-payment of premium; and/or
- Threatening and abusive behaviour against **our** or the **administrator's** staff

Where **we** have cancelled **your** policy for the above reasons, no refund of premium will be made.

Law applicable

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact **your** insurance intermediary by:

- Live Chat;
- Writing to: Europa House, Midland Way, Thornbury BS35 2JX.

Contact methods can be found in **your motor insurance policy confirmation of cover letter**.

Questions or complaints about your policy or the handling of your claim

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a **claim you** should, in the first instance, contact:

- Email at complaints@4th-d.co.uk;
- Telephone on 0330 880 5415;
- Writing to the **administrator** at: 4th Dimension Innovation Limited, 5 Alpha Way, Thorpe Business Park, Egham, TW20 8BZ.

If **you** remain dissatisfied after **your** complaint has been considered, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service, by:

- Email at complaint.info@financial-ombudsman.org.uk;
- Telephone on 0800 0234 567 from a landline or 0300 1239 123 from a mobile;
- Writing to: **The Financial Ombudsman Service**, Exchange Tower, Harbour Exchange Square, London E14 9SR;
- Web: www.financial-ombudsman.org.uk.

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

Financial Services Compensation Scheme

Financial and Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Financial and Legal Insurance Company Limited 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 or visit www.fscs.org.uk.

Definitions

Certain words throughout this booklet are defined words and are shown in **bold**. These are listed and defined below. Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this Legal Expenses **policy**:

Administrator

4th Dimension Innovation Limited, 5 Alpha Way, Thorpe Business Park, Egham, TW20 8BZ.

Alternative hire vehicle

A vehicle provided to the **insured** under a credit hire agreement.

Claim

A civil claim for damages for any **uninsured loss** arising out of an **insured event**.

Conditional fee agreement / damages based agreement

An agreement between **you** and the **solicitor** which sets out the terms under which the **solicitor** will charge **you** for their own fees.

Confirmation of cover letter

The document which forms part of the motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured vehicle**.

Court

A court or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands) where the **legal action** is proceeding.

Insured

The person, firm or company to whom this **policy** has been issued and who has paid the premium.

Insured event

A road traffic accident arising from the negligence of a **third party**.

Insured liability

Your legal obligation to pay **third party costs, own nominated solicitor's costs and own disbursements** which **we** have agreed to provide cover for up to the **limit of cover**.

Insured vehicle

The vehicle specified in the underlying **policy** of motor insurance taken out by the **insured**, including any sidecar or trailer properly constructed to be towed by the motorcycle, trike or quad or any caravan or trailer properly constructed to be towed by the car, pick-up or van, and attached to it by normal means.

Legal action

All work reasonably undertaken by the **nominated solicitor** to pursue **your claim** and work to have been undertaken with the approval of the **underwriter** and subject to the jurisdiction of the **court**.

Legal costs and expenses

Solicitor's costs and expenses incurred in defending the legal rights of the **insured**.

Limit of cover

The maximum sum that the **underwriter** will pay in total in respect of **your insured liability** in relation to the **legal action**, subject always to the maximum amount of £100,000.

Motor insurance policy - The motor insurance **policy** issued to **you** for the **insured vehicle**.

Nominated solicitor - The appropriately qualified lawyer or legal representative **we** chose and appointed by **us** to act on behalf of **you**.

Nominated solicitor's costs - The reasonable and proportionate but irrecoverable costs incurred by the **nominated solicitor** on a standard basis which **you** have to pay but excluding any percentage uplift applied to those costs under any **conditional fee agreement** or any fee charged based on a percentage of the damages **you** recover under a **damages based agreement**.

Non-panel solicitor agreement - The terms and conditions (including the amount **we** will pay to a **nominated solicitor**) that apply to the **claim**, which could include a **conditional fee agreement** (no-win, no-fee). Where a law firm is acting as a **nominated solicitor** the amount is currently £100 per hour. This amount may vary from time to time.

Order - An order made by the **court** in connection with the **legal action**.

Own disbursements - **Your** liability for the following, reasonably and proportionally incurred, expenses for: Medical records, DVLA search fees, police accident report, experts reports, **court** fees, witness expenses and such other fees required for the proper advancement of the **legal action** as **we** agree.

Period of insurance - The period during which the **motor insurance policy** is in force.

Policy - The documentation detailing the endorsements, terms and conditions of your contract of insurance together with the certificate of motor insurance and policy schedule.

Prospects of success - The reasonable prospects, which are considered to be a 51% or better, of making a successful recovery from the **third party** and where **your claim** outweighs the **nominated solicitor's costs** and **your own disbursements** of pursuing the **claim**.

Solicitor - An appropriately qualified lawyer or legal representative.

Territorial limits - Countries in the United Kingdom, EU, EEA, Andorra, Isle of Man, Channel Islands and Switzerland.

Third party - The other person and/or party responsible for the **insured event**, excluding **you**.

Third party costs - **third party** legal fees, disbursements and expenses which **you** are ordered to pay by a **Court** or which, with **our** approval, **you**:

- a) agree to pay; or
- b) become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or
- c) become liable to pay as a result of rejecting a Part 36 offer but then going on to recover less than the offer, provided that such rejection was in accordance with the advice of **your solicitor** and agreed by **us**; or
- d) become liable to pay by discontinuing the **legal action** under Part 38 of the Civil Procedure Rules.

Underwriter - The underwriter who underwrites Section 1 and Section 3 of this legal expenses **policy**; Financial and Legal Insurance Company Limited, No 1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW.

Uninsured loss - Any loss sustained by **you** arising out of an **insured event** where such loss is recoverable from the insurers of the **third party**.

We, Us, Our - The **underwriter**; Financial and Legal Insurance Company Limited, No 1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW, and the **administrator** of the **policy**; 4th Dimension Innovation Limited, 5 Alpha Way, Thorpe Business Park, Egham, TW20 8BZ.

You/your - The **insured** and any authorised driver of or passenger carried in or on the **insured vehicle**, or their legal representatives in the event of death.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.