

POLICY OF INSURANCE

Welcome to CrashCALL Advance

In the event of any claim, advice or assistance you must firstly contact our 24 hour Helpline

The number to ring is

0844 324 5691

and quote your name, insurance agent details and the following policy number –

CC709010ADVANCE

WHAT YOU ARE COVERED FOR:

You are covered for legal costs up to £50,000 inclusive of VAT and opponent's costs, in any one period of insurance, to enable you to pursue:

- Claims for damage to your vehicle
- Claims for injury or death
- Claims for uninsured losses such as policy excess, loss of earnings, travel expenses etc
- OR to defend a motor prosecution
- PLUS £5,000 medical costs to pay for private hospital treatment following an injury where you use the legal costs cover to pursue a claim against a third party
- PLUS a replacement vehicle for the time your vehicle is off the road, subject to insurance conditions and legal advice

WHAT ADDITIONAL BENEFITS YOU ARE ENTITLED TO

- LEGAL ADVICE ON ANY MATTER
If you have a legal problem, please ring our Helpline on the above number for confidential advice. Our lawyers are available 24 hours a day, 365 days a year.

CLAIMS NOTIFICATION

In the event of any claim, advice or assistance **You** must firstly contact the 24 hour Helpline. Please quote **Your** CrashCALL policy number and give **Us** as many details as possible.

If **You** have had an accident and **You** are still at the scene, try to obtain as many details as possible from the other parties involved; in particular, their name, address, registration number and insurance details.

If anyone is injured or the other driver refuses to give his or her name and address, call the police and report the incident to them.

When a motor insurance claim form has been completed, please arrange for a copy to be sent to the **Coverholder**;

By Post: To General Legal Protection Ltd, King's House, King Street, York, YO1 9WP

By Fax: To 01904 656950

By Email: claims@glpgroup.com

After telephoning the Helpline, **you** should then contact **your** insurance advisor to report the accident.

If **you** suffer from any pain after the accident but were not taken to hospital, **you** should consult **your** own GP for advice and inform the Helpline that **you** may also wish to claim for injuries sustained in the accident.

You should not appoint a solicitor until you have consulted the Coverholder.

Just ring 0844 324 5691 for assistance.

This is a "Claims Made" insurance and only covers claims notified to the **Coverholder** during the **Period of insurance**

CRASHCALL ADVANCE LEGAL PROTECTION INSURANCE POLICY

This is a legally binding policy between **You** and **Us**. This 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 this contract without getting anyone else's permission.

This policy only covers **You** if **You** have paid **Your** premium. **We** agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions contained in this document.

MEANING OF WORDS

1. **AGENT** means the intermediary from whom **You** have purchased this insurance
2. **COVERHOLDER** means General Legal Protection Limited who administers this insurance and handles claims under this insurance on **Our** behalf
3. **WE, OUR, US** means Brit Insurance Limited, the insurers of this policy
4. **YOU, YOUR** means the person who has taken out this policy
5. **APPOINTED LAWYER** means the solicitor instructed by **Us** to act for the **Insured Person**
6. **LEGAL COSTS** means the costs of **Our Appointed Lawyer** or the agreed rates as stated in **Our** terms and conditions together with the costs of **Your** opponents when ordered
7. **MEDICAL COSTS** means the costs solely incurred in the treatment of **Your** medical condition which has arisen out of injuries **You** suffered in a **Road Accident**
8. **REPLACEMENT VEHICLE COSTS** means the cost of hiring a replacement car or standard commercial vehicle for one continuous period
9. **INSURED PERSON** means **You, Your** driver, **Your** passenger or any person named in **Your** motor certificate of insurance
10. **LIMIT OF LEGAL COSTS** means £50,000 inclusive of VAT in any one **Period of Insurance**, including the opponent's costs
11. **LIMIT OF MEDICAL COSTS** means £5,000 including VAT in any one **Period of Insurance**.
12. **PERIOD OF INSURANCE** means twelve months from the date **You** purchased **Our** policy
13. **TERRITORIAL LIMITS for LEGAL COSTS and MEDICAL COSTS** means The European Economic Area (EEA) plus the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia, Herzegovina, Croatia, Gibraltar, Macedonia, Monaco, Montenegro, San Marino, Sicily, Serbia, Switzerland and Turkey (West of the Bosphorus)
14. **TERRITORIAL LIMITS FOR REPLACEMENT VEHICLE COSTS** means England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey
15. **ROAD ACCIDENT** means an incident causing damage to **Your** vehicle, and/or injury to an **Insured Person**, other than mechanical failure
16. **PROSPECTS OF SUCCESS** means the prospects of proving liability including the obtaining of a costs order and recovering monies or other remedy under a judgment

WHAT YOU ARE COVERED FOR

- (a) A claim by an **Insured Person** to recover **Your** losses following a **Road Accident** which was not **Your** fault
- (b) A claim by an **Insured Person** to claim damages and compensation in respect of the death of, or personal injury caused an **Insured Person**, whilst in or on **Your** vehicle
- (c) A claim by an **Insured Person** for **Medical Costs** in conjunction with a claim brought under (a) or (b) above
- (d) The defence of the legal rights of an **Insured Person** authorised to drive **Your** vehicle, including appeal or defence of appeal against judgement, conviction or sentence, in respect of any act or omission leading to criminal proceedings being brought against them, for an offence relating to the use of or driving a motor vehicle
- (e) A claim by **You** for **Replacement Vehicle Costs**. **We** will pay the costs of hiring a vehicle after an accident involving a collision between the **Insured Person's** vehicle, as long as:-
 - the **Insured Person's** vehicle cannot be driven

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- the accident was entirely the other person's fault and whose identity is known
- **We** have already agreed to pay the **Replacement Vehicle Costs**

WHAT YOU ARE NOT COVERED FOR

1. Any accident which happened prior to the purchase of this policy or outside the **Period of Insurance**
2. Any accident reported to **Us** more than six months after the event
3. Any **Legal Costs** and **Medical Costs** incurred before **We** agree to accept the claim
4. In respect of any dispute arising from or involving:
 - (a.) Ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b.) The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
 - (c.) Riot, civil commotion, war, invasion, acts of foreign enemy, hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government
5. Where **You** withdraw **Your** claim without **Our** consent
6. Driving without a valid motor insurance policy
7. Any claim made by **Your** passenger against **You**
8. Any deliberate or criminal act
9. Any claim where **We** consider the **Prospects of Success** to be less than 51%
10. Criminal proceedings being brought against an **Insured Person** based upon drinks or drugs offences, or offences which allege dishonesty.

CONDITIONS

1. Upon presentation of a claim **We** will appoint our preferred firm of solicitors (The **Appointed Lawyer**) to represent the **Insured Person**. Each **Insured Person** is not covered for any other appointed lawyers fees unless court proceedings are issued or a conflict of interest arises.
2. **You** will keep to the terms and conditions of this policy and take any steps to keep the costs to a minimum
3. **We** will instruct the **Appointed Lawyer** on **Your** behalf
4. **We** reserve the right through **Our Appointed Lawyer** to settle the claim
5. **We** will have access to the **Appointed Lawyer** and will be kept fully informed of all material developments
6. **You** will co-operate with the **Appointed Lawyer**
7. **You** will notify **Us** of any offer to settle **Your** claim. If **You** reject the offer but the final award is equal to/or less than the original offer, **We** will not pay any **Legal Costs** after the date **You** rejected the offer
8. **We** may request that bills for **Legal Costs** be submitted for Assessment
9. **We** may pay **You** the amount of damages **You** are claiming instead of starting or continuing **Your** claim
10. **We** will not be able to help **You** if **We** think there is little chance of recovering **Your** losses.
11. An **Insured Person** must agree to **Our** trying to recover any **Medical Cost** in his or her name and any costs recovered must be paid to **Us**
12. Cancellation
 - a) This policy has a cooling off period of 14 days from the time **You** receive this information. If **You** do not wish to continue with this policy, the policy will be regarded as not taken up and cancelled from inception, and **You** will be refunded any monies paid to **Us** in respect of premium provided no claims have been made.
 - b) If the policy is cancelled after the cooling off period, there will be no refund of premium
 - c) **We** may cancel this policy at any time by giving thirty days notice to the **Agent**. **We** may also exclude an individual **Insured Person** from cover at any time by sending fourteen days notice to the **Agent**. In the event of cancellation **You** shall be entitled to a return of a proportionate part of the premium corresponding to the unexpired **Period of Insurance**. Such cancellation shall

- not prejudice the rights of the **Insured Person** in respect of any claim notified prior to the date of cancellation.
13. Unless **We** have agreed otherwise with **You**, English law will apply to this insurance.
 14. Data Protection Act 1998
It is agreed by **You** that any information provided to **Us** regarding the **Insured** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

COMPLAINTS PROCEDURE

We always aim to provide a first class service. However, if **You** have any complaint, in the first instance please notify the **Coverholder** at:

Managing Director, General Legal Protection Ltd, Kings House, King Street, York, YO1 9WP. Tel: 01904 683300, Fax: 01904 656950.

The **Coverholder** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action is being taken. The **Coverholder** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks the **Coverholder** will tell **You** when **You** can expect an answer. If **Your** complaint remains unresolved, **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. The Financial Ombudsman Service can normally deal with complaints from private individuals and small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million, and from trusts with a net asset value of less than £1 million. The address is:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or contacted on 020 7892 7300

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

If **You** take any of the action mentioned above it will not affect **Your** right to take legal action.



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www.britinsurance.com

Brit Insurance Limited underwrite these policies that General Legal Protection Limited administer on their behalf

Both companies are authorised and regulated by the Financial Services Authority.

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