

Motor Legal Expenses

POLICY WORDING

Table of Contents

| | |
|---|----------|
| Introduction | 3 |
| The Insurer | 3 |
| Insurance Policy | 3 |
| Claims | 3 |
| Cancellation | 3 |
| What we cover | 3 |
| Definitions | 3 |
| What is covered | 5 |
| What is not covered | 5 |
| Conditions | 6 |
| Conduct of the litigation | 6 |
| Your obligations | 6 |
| Representation | 6 |
| Claims Process | 7 |
| Conditions | 7 |
| Other Insurance | 7 |
| Renewals | 8 |
| Representation | 8 |
| Right of Recovery | 8 |
| Complaints | 8 |
| General complaints | 8 |
| Appeal | 8 |
| Legal and Regulatory Information | 9 |
| Compensation Scheme | 9 |
| Law and Legal Proceedings Applicable | 9 |
| Privacy Policy | 9 |
| Data Protection | 9 |
| Your Personal Data Rights | 10 |

Introduction

The Insurer

Your policy is arranged by Policy Excess Insure Ltd trading as Nova Direct (Financial Services Register No. 836031), on behalf of Bastion Insurance Company Limited. Bastion Insurance Company Limited is registered 4th Floor, Development House, St Anne Street, Floriana, FRN9010, Malta and is authorized and regulated in Malta by the Malta Financial Services Authority and is permitted to issue policies in the UK by the UK Financial Conduct Authority under FCA number 446703. As of 1st January 2021 Bastion Insurance Company Limited has entered into the UK Temporary Permissions Regime.

Insurance Policy

This is Your policy wording. It is only valid when coupled with Your certificate of insurance. These two documents make up Your insurance contract between you and the insurer. Please keep these documents in a safe place. We recommend that you review Your cover periodically to ensure that it continues to meet Your needs.

Claims

Policy Excess Insure Ltd trading as Nova Direct are authorised by Bastion Insurance Company Limited to handle all claims under this insurance policy.

Cancellation

In line with Our statutory obligations You may cancel this insurance policy within 14 days of receiving it. Should You choose to cancel Your Policy within 14 days of renewal You may be charged a fee, please see www.nova-direct.com/fees-and-charges for full details. Providing no claims have been made against the Policy then a refund of your premium will be issued. Full details of the process and timeframes are offered when requesting a cancellation at www.nova-direct.com/customer-service. Should You choose to cancel Your policy after the 14-day cooling off period We will not make a refund. To cancel Your insurance policy, please use our Customer Service portal, <https://www.nova-direct.com/customer-service/>.

We are not bound to accept the renewal of any insurances and may at any time cancel this Policy by sending You 14 days' notice in writing to the email address provided at point of purchase. Valid reasons for cancellation may include, but are not limited to:

- Fraud,
- Non-payment of Policy premium,
- Threatening, abusive, racist or xenophobic behaviour towards staff or employees,
- Non-compliance with Policy terms and conditions,
- Failure to reveal or hide facts which may influence our acceptance of Your Policy and/or Claim,
- Deliberately misrepresent facts to us, be deliberately dishonest or grossly exaggerate, or forge
- fraudulent information/documentation in order to influence our acceptance of Your Policy and/or Claim.

What we cover

This Policy covers legal costs incurred pursuing a Claim for damages to Your Vehicle, and damages to personal property owned by You or for which You are responsible. In order to obtain cover Your case must have a 51% or better chance of success. This section covers You for the Opponent's costs, Your own solicitor's costs and Your own disbursements, if You become liable to pay those costs, up to the limit of indemnity.

Definitions

Any word defined below will have the same meaning wherever it appears in this policy.

Broker - means the insurance intermediary who sold you this policy and who is named in your insurance schedule.

Claim – means a civil claim for damages for any Uninsured Losses arising out an Insured Incident.

Claims Administrator - means Policy Excess Insure Ltd trading as PEX Insure who are an Appointed Representative of Premier Insurance Consultants Ltd (FCA 307128).

Court – a court or tribunal in the United Kingdom where Litigation is proceeding.

Excess - means the first part you paid under your primary insurance policy under the terms of that policy.

Insured Liability – Your legal obligation to pay opponents’ costs, own solicitor costs and own disbursements, which We have agreed to provide cover for up to the limit of indemnity.

Limit of Indemnity – is the maximum sum that We will pay in aggregate in respect of Your insured liability in relation to the litigation.

Litigation – all work reasonably undertaken by the solicitor to pursue Your claim, and work undertaken with Our approval, and subject to the jurisdiction of the court.

Opponent – the person opposing You in the litigation.

Opponent’s Costs – opponent’s legal fees, disbursements, and expenses which You are ordered to pay by a court or which with Our approval You:

- a) Agree to pay,
- 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 by discontinuing the litigation under Part 38 of the Civil Procedure Rules.

Order - an order made by the Court in connection with the Litigation.

Own Disbursements – the liability for the following, reasonably and proportionally incurred expenses:

- a) DVLA Search Fees,
- b) Police accident report,
- c) Export reports,
- d) Court fees,
- e) Witness expenses,
- f) Other fees required for the proper advancement of the litigation as We agree.

Own Solicitor’s Costs – the reasonable and proportionate but irrecoverable cost incurred by the 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.

Prospects of Success – the reasonable prospects which are considered to be 51% or better chance of making successful recovery from the opponent and where Your claim outweighs Your own solicitor’s costs and own disbursements of pursuing the claim.

Small Claims Track – any litigation that would ordinarily be allocated to the small claims track, being the normal track in court proceedings where the value of the claim is not more than £10,000 or any other proceedings or dispute resolution process where costs are not deemed to be recoverable between the parties.

Solicitor – an appropriately qualified lawyer or legal representative appointed to act on Your behalf.

Uninsured Loss – any loss sustained by you arising out of an insured incident where such loss is recoverable from the insurers of the opponent.

Vehicle - means the car, light van or motorcycle detailed on Your certificate of insurance, which does not exceed 3,500kg (3.5 tonnes) gross weight, 5.18 meters (17 Feet) length, 1.95 meters (6 feet 3 inches) width and 2.44 meters (8 Feet) height. Maximum permitted Vehicle age is 14 years old (inclusive). Note that any driver in this Vehicle can use the Breakdown service, even if You are not with the Vehicle.

We/us/our/ The Company – means Policy Excess Insure Ltd trading as PEX Insure, on behalf of Bastion Insurance Company Limited.

You/Your - means the person who took out this policy and is named as the Policyholder, and who is named as the Policyholder within the primary insurance policy.

What is covered

We will indemnify You against Your insured liability subject to:

- a) The insured incident taking place within the territorial limits and within the period of cover,
- b) The litigation having prospects of success,
- c) The maximum sum We pay does not exceed the limit of indemnity,
- d) The terms and conditions of this policy.

What is not covered

- a) Any opponent's costs, own solicitor's costs and own disbursements incurred prior to our confirmation of indemnity being granted to You under this policy,
- b) Any litigation that would ordinarily be allocated to the small claims track,
- c) Any appeal against any order made in the litigation,
- d) Any claims arising out of any deliberate criminal act or omission committed by You, or fines and penalties imposed by a criminal court,
- e) Own solicitor's cost to the extent that the hourly rate of a solicitor chosen by You exceeds the rates set out in our non-panel solicitor terms and conditions.
- f) Any claim where the opponent cannot be traced or does not hold valid motor insurance,
- g) Any claim where the insured does not hold a valid motor insurance policy and/or where the motor insurers are entitled to avoid cover under that motor insurance policy,
- h) Any claims occurring from the use of Your Vehicle is for motor racing rallies speed trials or competitions of any kind,
- i) Any claims made or court proceedings between Us and You,
- j) Any claim where Your Vehicle is found to be unroadworthy or does not have a valid MOT certificate at the time of the insured incident,
- k) Any claim not reported to us within 90 days of the occurrence of the insured incident,
- l) Any claims or counter claims made against You by the opponent,
- m) Any claim arising from the ionizing radiation or contamination from irradiated nuclear fuel or from any nuclear waste,
- n) Any claim arising from riot civil commotion war invasion acts of hostility by foreign powers confiscation nationalization or requisition or damage to property by or under the order of any government,
- o) Any claim relating to motor prosecution defence,
- p) Any legal proceedings dealt with by a court or other body, outside the United Kingdom,
- q) Any claims for death or personal injury.

Conditions

- a) Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the policy commencement date,
- b) Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders,
- c) 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,
- d) The headings in this policy are for reference only and shall not be considered when determining the meaning of this policy.

Conduct of the litigation

- a) We can attempt to settle Your claim arising from the insured incident prior to the appointment of a solicitor or at the start of litigation,
- b) We can take over conduct of the litigation at any time in Your name,
- c) We can issue court proceedings for our benefit, and in Your name, to recover any payments that We have made under this insurance,
- d) We may at our discretion discharge all liabilities to You by paying a sum equal to the losses claimed subject always to such sum not exceeding the limit of indemnity,
- e) Where the proceedings are to be commenced in respect of an insured incident occurring within the United Kingdom, the solicitor shall initiate proceedings within the courts of the United Kingdom.

Your obligations

- a) You must report all claims to Us without delay and not later than 90 days after the insured incident,
- b) You must take all reasonable steps to minimise Your insured liability,
- c) You must co-operate with Us at all times and forward any communications received in connection with an insured incident to Us without delay and supply Us with any information We require,
- d) You must co-operate with the solicitor including giving such instructions as We require and keep the solicitor and Us fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the litigation,
- e) You must advise Us immediately of any offers or payments to settle the litigation,
- f) You must not accept any offer of payment or enter into settlement negotiations without Our express agreement,
- g) You must co-operate fully with Us to assist us to recover any payments We have made to Your behalf in respect of Your insured liability,
- h) You must adhere to the terms and conditions of this insurance at all times. If the insured person makes any claim under this policy which is fraudulent or false or where there is collusion between you and the opponent or any witness/es this policy shall be declared void.

Representation

- a) We have the right to make investigations into the case,
- b) We also have the right to negotiate and settle the losses arising from the insured incident, in Your name, before a solicitor is instructed,
- c) Where appropriate we will pass Your claim onto a solicitor to be dealt with. The solicitor will be instructed in Your name and they may negotiate and settle the claim for losses arising from the insured incident on Your behalf,
- d) Where court proceedings are necessary or where it is otherwise required, the legal representatives will be a solicitor chosen by Us. If You wish to appoint Your own solicitor You must notify Us in writing and provide details of the firm and the individual solicitor at that firm that You intend to instruct. We will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign our non-panel Solicitor Terms and Conditions and they will be under a duty to minimize the costs of the litigation,
- e) Once Your chosen solicitor has signed Our non-panel Solicitor Terms and Conditions, they will become the solicitor subject to the terms and conditions of this policy and our non-panel Solicitor Terms and Conditions. You must not change the solicitor without Our prior written consent. Such consent will not

- be unreasonably withheld. This condition will be subject to Your rights under Regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable,
- f) We shall only be liable to pay own solicitor's costs and own disbursements after the conclusion of the litigation,
 - g) We shall only be liable to pay own solicitor's costs and own disbursements to the extent that:
 - i. You do not recover Your own solicitor's costs and own disbursements from the opponent following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or order as to own solicitor's costs and own disbursements, and
 - ii. You are unable to satisfy such Your own solicitor's costs and own disbursements from any sum or sums that You are entitled to recover from the opponent regardless of any description of it or them by You, the opponent or anyone else.
 - h) Any insured liability or own solicitor's costs and own disbursements are subject to the following conditions:
 - i. It is necessary to incur own solicitor's costs and own disbursements in order to prosecute Your case and they are reasonable and proportionate in amount,
 - ii. Where own solicitor's costs and own disbursements represent payment for the work of others (such as, but not limited to, expert witnesses), the work is monitored by Your solicitor as it is carried out in order to ensure that it is necessary to prosecute the case and is reasonable and proportionate in amount,
 - iii. You will repay any insured liability for own solicitor's costs and own disbursements if We pay them and they are subsequently recovered from the opponent,
 - iv. We shall not be liable to indemnify You for VAT on any insured liability if and to the extent that the VAT can be recovered,
 - v. You will not be entitled to indemnity if, without Our approval, You conclude a settlement with the opponent or discontinue the litigation on terms which preclude Your recovery of Your own solicitor's costs and own disbursements,
 - vi. In the event of you appointing Your own solicitor We will only be liable to pay own solicitors costs at the rate set out in our non-panel Solicitor Terms and Conditions. If the chosen solicitor charges an hourly rate in excess of the rate set out in our non-panel Solicitor Terms and Conditions You will be solely responsible to the shortfall.

Claims Process

Notify the claims administrator at:

Policy Excess Insure Ltd
71-75 Shelton Street
Covent Garden
London
WC2H 9JQ
Email: claims@pexinsure.com

This should be done as soon as practicable. Quote Your policy reference number, as shown on Your Certificate of Insurance.

Conditions

Other Insurance

If You were covered by any other insurance policy, known as dual insurance, for the same cover We will split and share the cost of Your claim with that Insurer. Where You are covered by another form of Insurance You are obligated to inform Us.

Renewals

You agree to automatically renew Your policy with Us unless You specifically notify Us that You do not wish to renew Your cover. We will write to You before Your policy expires with full details of Your premium along with the terms and conditions for the next policy year. When We offer You further periods of insurance We reserve the right to change Your premium.

Representation

Under the Consumer Insurance (Disclosure and Representations) Act 2012 You are required to take reasonable care and supply accurate and complete answers to all the questions when You apply for cover. You have an ongoing duty to make sure that all information supplied to us is true and accurate.

This obligation continues to apply during:

- annual renewal of Your policy,
- when making changes to Your policy during the period of insurance,
- when making a claim under this policy.

Should any of Your information change, or should You become aware that information previously provided is no longer accurate, You must tell us as soon as reasonably practicable. If You do not answer questions truthfully and accurately this may affect Your policy cover. If You supply Us with incorrect or false information We reserve the right to declare Your policy invalid and cancel Your cover, and provide no refund of premium. If You make a claim, and the information provided is proven to be incorrect or false, We may refuse to pay all or part of Your claim.

For full details of the remedies and actions that We can rely on in the event of a deliberate, reckless or careless non-disclosure and/ or misrepresentation, please refer to the provisions within the Consumer Insurance (Disclosure and Representations) Act 2012.

Right of Recovery

We can take proceedings in Your name, but at Our expense, to recover the amount of any payment made under this policy.

Complaints

General complaints

If You wish to make a complaint about any of the following:

- sale of this insurance policy,
- information or advice provided during the sales process,
- terms and conditions of the policy,
- general administration of Your policy including claims,

Please email Policy Excess Insure Ltd T/A PEX Insure on complaints@pexinsure.com and We will address Your complaint within 14 days.

Appeal

If Your complaint is still not capable of being resolved You have the right of appeal to the Financial Ombudsman Service. The Ombudsman can be contacted at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London

E14 9SR
Telephone: 0800 0234567 or 0300 1239123
Web: www.financial-ombudsman.org.uk

This complaints procedure is an addition to Your statutory rights as a consumer.

If You remain dissatisfied after following the above complaints procedures in full, You may ask the following autonomous and independent body to review Your case.

Office of the Arbiter for Financial Services
1st Floor, St. Calcedonius Square
Floriana
Malta
FRN 1530
Email: complaint.info@financialarbiter.org.mt
Telephone: +356 2124 2945 (overseas call charges apply)
Web: www.financialarbiter.org.mt

Using this complaints procedure or referral to the Financial Ombudsman Service or Malta Financial Services Authority does not affect Your legal rights.

Legal and Regulatory Information

Compensation Scheme

This Policy is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet their liabilities. If You do Claim against the scheme, You are covered for 90% of Your entire Claim. You can get more information about the scheme at www.fscs.org.uk.

Law and Legal Proceedings Applicable

This Policy is governed by English law. If there is a dispute it will only be dealt with in the courts of England. This Policy is written in English and all communication between the parties must be in English.

Privacy Policy

Please note that by registering for this Policy You have consented to Us using Your information for the purposes of administering this Policy and to Us being able to transfer Your data outside of the European Economic Area for the purposes described within this Policy.

The information which You have supplied to Us maybe used by Us to supply You with services for which You have registered. We may use that information to contact You to obtain Your views on Our services, and We may contact You to inform You about important changes to the services We offer. We may contact You by post, mobile phone, text or e-mail. We will only contact You by the means You have requested to be contacted by. If You would prefer Us not to contact You to obtain Your views please contact us at info@pexinsure.com.

To prevent fraud, We may exchange information with other Insurers, and fraud prevention agencies. Your information will not be used or disclosed to any other party without Your permission unless required to by law.

Data Protection

We will only collect and use Your personal data in the following circumstances:

- a) Policy set up and management,
- b) We may collect and use Your name, identity and contact information, and personal information associated with Your Primary Insurance Policy for the purpose of deciding whether to enter into, and

- when performing the agreement, between Us to provide You with Your Policy,
- c) We may use automated decision making procedures to decide on the availability of an Insurance Policy and its terms. You may express Your views and request an individual review any automated decision by contacting Us at info@pexinsure.com,
 - d) We may share personal data collected with the Administrator to manage the Policy. We may also share personal data collected for these purposes with third parties. The sharing of this information will be for identifying and credit checking purposes and to identify potential fraud,
 - e) We will retain the personal data used to decide whether to enter into an insurance Policy for 6 years. We will retain the personal data used to manage and administer the Policy for the duration of the Policy life plus 6 years.

Any information provided to us will be processed in accordance with the provisions of the prevailing Data Protection Legislation.

Your Personal Data Rights

We may send Your information to companies located outside the European Economic Area. If we transfer Your information to parties outside of the European Economic Area we will ensure that they apply the same levels of protection as we are required to apply to information held in the UK and to use Your information only for the purposes that we are permitted.

You have the following rights:

- a) To have access a copy of the personal data We hold about You.
- b) To ask us to correct Your personal data if it is inaccurate or incomplete.
- c) To ask Us to erase Your personal data. We will provide You with a written response to any such request, including any reasons why We do not agree to the request.
- d) To stop us processing Your personal data in certain ways, e.g. for marketing purposes. If We do not agree to erase Your data because it might be needed for a future legal Claim, We might instead agree to restrict its processing to these reasons alone.
- e) To obtain a copy of Your personal data for Your own purposes and to move, copy or transfer it from one environment to another.
- f) To object to processing for purposes of direct marketing, profiling, and research if that processing is likely to cause, or is causing, You damage or distress unless there is another legitimate reason for the processing.
- g) You can exercise the above rights by contacting: info@pexinsure.com.

If You have any questions or concerns about how We handle Your personal data You should contact: info@pexinsure.com. Please note that We record telephone calls for training and evidentiary purposes.