

The background image shows a close-up of a pair of antique brass scales of justice on a wooden surface. A wooden gavel with a silver band lies in the bottom right corner. A purple rectangular box is overlaid on the left side of the image, containing the text.

LEGAL EXPENSES

Policy Wording

INTRODUCTION

The Insurer

Your Policy is arranged and administered by Policy Excess Insure Limited on behalf of Financial & Legal Insurance Company Limited. Policy Excess Insure Limited is authorised and regulated by the Financial Conduct Authority under firm reference number 836031. Registered in England and Wales under Company No. 10706852. The insurance provided by this Policy is underwritten by Financial & Legal Insurance Company Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England and Wales under company number 03034220.

Insurance Policy

This is Your Policy wording. It is only valid when coupled with Your Policy schedule. These two documents make up Your insurance contract between You and the insurer. We recommend that You review Your cover periodically to ensure that it continues to meet Your needs.

Claims

The Claims Manager, a trading name of Bumble Bee Essex Ltd, is authorised by Financial & Legal Insurance Company Limited to handle all claims under this Policy.

Cancellation

In line with Our statutory obligations You may cancel the Policy within 14 days of receiving it, providing no claims have been made against the Policy then a refund of your premium will be issued. Full details, including timeframes, are offered when requesting a cancellation. Should You choose to cancel Your Policy after the 14-day cooling off period We will not make any refund. To cancel Your Policy, please do so via My Account at nova-direct.com/login.

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 are:

- Fraud,
- Non-payment of Policy premium(s),
- Threatening, abusive, racist or xenophobic behaviour, towards staff or employees,
- 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.

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.

You may opt out of auto-renewal via My Account by visiting nova-direct.com/login. Help and guidance can be found at nova-direct.com/customer-service. Details of Your renewal invite will be emailed to You on the email provided at the point of purchase 21 days prior to the expiry of Your Policy. To ensure continuation of cover, Your card will be charged up to 7 days prior to the expiry of Your existing Policy. Should Your payment card decline we will message You a payment link allowing You to pay online in order to ensure continuation of cover. Should You fail to pay for Your renewal prior to the expiry of Your Policy, Your Policy will automatically lapse.

Eligibility for cover

To be eligible for cover You must be a permanent resident of the United Kingdom and be over 18 years old. This insurance has been effected in respect of the Policyholder identified on the Policy.

Claims Limit

You may make unlimited claims up to the value of your Indemnity Limit, per policy period.

Indemnity Limit

Our liability in any period of insurance, which is 12 months, is limited to £10,000.00, after the deduction of any Excess.

DEFINITIONS

Any words that start with a capital letter and are in bold, have specific meanings and have the same meaning wherever they appear.

Broker - means the insurance intermediary who sold **You** this Policy and who is named in **Your** Policy.

Claim – means a civil claim for damages for any **Uninsured Loss** arising out of an insured incident.

Claims Handler - means The Claims Manager, a trading name of Bumble Bee Essex Ltd.

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

Excess - the first part **You** pay under the terms of the 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 and (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.

Period Of Cover - the term of **Your** Policy as stated in **Your** Policy Schedule.

Policy - means the Policy Wording and Policy Schedule that form your contract and insurance.

Policyholder - the person named on the Policy Schedule.

Premium - the amount you pay for the **Policy** which is shown on your **Policy** schedule.

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.

Territorial Limits / United Kingdom - means England, Scotland, Wales and Northern Ireland.

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 a car, light van or motorcycle detailed on **Your** Policy.

We/Us/Our/The Company – means Policy Excess Insure Ltd trading as Nova Direct on behalf of Financial & Legal Insurance Company Limited.

You/Your - means the person who took out this **Policy** and is named as the **Policyholder**.

WHAT IS COVERED

We will indemnify You against Your insured liability subject to:

1. The insured incident taking place within the **Territorial Limits** and within the **Period Of Cover**,
2. The **Litigation** having prospects of success,
3. The maximum sum **We** pay does not exceed the limit of indemnity,
4. The terms and conditions of this **Policy**.

WHAT IS NOT COVERED

This **Policy** does not include cover for the following risks.

1. 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**.
2. Any litigation that would ordinarily be allocated to the **Small Claims Track**.
3. Any appeal against any order made in the **Litigation**.
4. Any claims arising out of any deliberate criminal act or omission committed by **You**, or fines and penalties imposed by a criminal **Court**,
5. 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.
6. Any claim where the opponent cannot be traced or does not hold valid motor insurance.
7. 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.
8. Any claims occurring from the use of **Your Vehicle** is for motor racing rallies speed trials or competitions of any kind.
9. Any claims made or **Court** proceedings between **Us** and **You**.
10. 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.
11. Any claim not reported to us within 90 days of the occurrence of the insured incident.
12. Any claims or counter claims made against **You** by the opponent,
13. Any claim arising from the ionizing radiation or contamination from irradiated nuclear fuel or from any nuclear waste,
14. Any claim arising from riot civil commotion war invasion acts of hostility by foreign powers

15. confiscation, nationalization or requisition or damage to property by or under the order of any government, Any claim relating to motor prosecution defence.
16. Any legal proceedings dealt with by a **Court** or other body, outside the **United Kingdom**.
17. Any claims for death or personal injury.

GENERAL CONDITIONS

1. 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 Start Date**.
2. 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.
3. 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,
4. 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

1. **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**.
2. **We** can take over conduct of the **Litigation** at any time in **Your** name.
3. **We** can issue **Court** proceedings for **Our** benefit, and in **Your** name, to recover any payments that **We** have made under this insurance.
4. **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.
5. 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

1. **You** must report all claims to **Us** without delay and not later than 90 days after the insured incident.
2. **You** must take all reasonable steps to minimise **Your** insured liability.

3. 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.
4. 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.
5. You must advise Us immediately of any offers or payments to settle the Litigation
6. You must not accept any offer of payment or enter into settlement negotiations without Our express agreement.
7. 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.
8. You must adhere to the terms and conditions of this insurance at all times. If the Policyholder 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

1. We have the right to make investigations into the case,
2. We also have the right to negotiate and settle the losses arising from the Insured Incident, in Your name, before a Solicitor is instructed.
3. 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.
4. 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.
5. 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.
6. We shall only be liable to pay own Solicitor's costs and own disbursements after the conclusion of the Litigation.
 7. 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.
 8. 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 Solicitor's 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

Review your cover

Read your **Policy** documents to ensure that **You** are covered for the claim that **You** wish to make. Read any exclusions that may apply and make sure **You** understand them.

The claim will only be able to progress once all the requested information has been received and approved by **Us**; and if applicable, the relevant **Excess** has been collected from **You**.

Making a claim

Please visit the **Claims Handlers**, at theclaimsmanager.com, select **Make A Claim**, followed by **Legal Expenses**.

CONDITIONS

Other Insurance

If **You** were covered by any other insurance policy, known as dual insurance, for the same cover **We** may 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**.

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**,
- changes to **Your Policy** during the **Period Of Cover**
- 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

Our aim is to provide a first-class standard of service at all times. If **You** feel that **You** have been let down and **You** wish to raise a complaint please visit our Customer Services portal at nova-direct.com/customer-service where **You** will be able to lodge a complaint specific to **Your** enquiry and **Policy** type.

If **You** wish to lodge a complaint in writing, **You** may do so at:

Policy Excess Insure Ltd (t/a Nova Direct)
3 Redwing Court, Romford, Essex, RM3 8QQ
complaints@nova-direct.com

Alternatively **You** are able to complain to the insurer directly by addressing **Your** complaint to:

Financial & Legal Insurance Company
5400 Lakeside, Cheadle Royal Business Park, Cheadle,
Cheshire, SK8 3GQ

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

LEGAL & 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

By purchasing 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 customer.service@nova-direct.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 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 a Policy and its terms. You may express Your views and request an individual review

any automated decision by contacting Us.

d.) We may share personal data collected with the insurer 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 a 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.

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: customer.service@nova-direct.com.

If You have any questions about how We handle Your personal data please contact Us. Please note that We record telephone calls for training and evidentiary purposes.