

Legal Expenses Policy Documents

Your Optional Extra



CAROLE NASH
select

Welcome

Thank you for arranging your motorcycle insurance through Carole Nash, we hope you find this booklet useful in ensuring you get the most out of your additional cover option.

Contained within this booklet is information about your additional cover, please note cover only applies if you have paid the additional premium. Please take time to read the policy wording and your Carole Nash Terms of Business (enclosed within your policy document pack) as they contain vital information about your policy.

If you have any queries regarding this policy, please contact us:

Phone: 0800 298 5511

E-mail: bikes@carolenash.com

Contents

Legal Expenses Policy **1**

Definitions 1

Section 1
Uninsured Loss Recovery 2

Section 2
Motor Prosecution Defence 4

Section 3
Motor Contract Cover 5

Section 4
Vehicle Cloning Disputes 5

Section 5
Motor Insurance Database Disputes 5

Section 6
General Services and Helplines 6

Policy Conditions **7**

Our Customer Care Policy **8**

Motor Legal Expenses policy

Cover only applies if you have paid the additional premium

The Motor Legal Expenses **Policy** provides five independent sections of cover plus additional general services and helplines:

Section 1 – Uninsured Loss Recovery.

Section 2 – Motor Prosecution Defence.

Section 3 – Motor Contract Cover.

Section 4 – Vehicle Cloning Disputes

Section 5 – Motor Insurance Database Disputes.

Section 6 – General Services and Helplines.

This **policy** is underwritten by Financial and Legal Insurance Company Limited who are authorised and regulated by the Financial Conduct Authority (FCA Number 202915). Its registered office is No1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW.

The **administrator** of this **policy** is 4th Dimension Innovation Limited who are authorised and regulated by the Financial Conduct Authority (FCA Number 516498). Its registered office is Unit 5, Alpha Way, Thorpe Business Park, Egham, TW20 8RZ.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this Motor Legal Expenses Policy:

Administrator

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

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.

Court

A **court** or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands) where the **litigation** 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 representative's costs** and **own disbursements** which **we** have agreed to provide cover for up to the **limit of indemnity**.

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 vehicle and attached to it by normal means.

Legal Costs and Expenses

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

Limit of Indemnity

The maximum sum that the **underwriter** will pay in total in respect of **your insured** liability in relation to the **litigation** arising from an **insured** event, subject always to the maximum amount of £100,000.

Litigation

All work reasonably undertaken by the **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**.

Motor Vehicle Insurance Policy

The vehicle insurance **policy** issued to the **insured** in compliance with the Road Traffic Act.

Order

An **order** made by the **court** in connection with the **litigation**.

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 **litigation** as **we** agree.

Own Representative's Costs

The reasonable and proportionate but irrecoverable costs 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 Insurance

The period during which the **motor vehicle 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 **your own representative's costs** and **your own disbursements** of pursuing the **claim**.

Solicitor

The appropriately qualified lawyer or legal representative appointed by **us** to act on behalf of you, or, and subject to **our** agreement, and only where **court** proceedings have been issued or a conflict of interest arises, another legal representative nominated by you.

Special Territorial Limits

England, Wales, Scotland, Northern Ireland, The Channel Islands and the Isle of Man.

Territorial Limits

Countries in the European Economic Area (the European Union plus Iceland, Liechtenstein and Norway and to include the United Kingdom in the event that the United Kingdom leaves the European Union) and in addition the Isle of Man, Jersey, Guernsey, Albania, Andorra, Bosnia and Herzegovina, FYR Macedonia, Monaco, Montenegro, San Marino, Serbia, Switzerland and the European part of Turkey.

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:

- agree to pay; or
- become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or
- 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
- become liable to pay by discontinuing the litigation under Part 38 of the Civil Procedure Rules.

Underwriter

Financial and Legal Insurance Company Limited, No 1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW, the **underwriter** who underwrites Section 1, Section 3, Section 5, Section 6 and Section 7 of this motor legal expenses policy.

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 **administrator** of the facility.

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.

Section 1 Uninsured Loss Recovery

What Is Covered

- The **Underwriter** will indemnify **you** against **your insured** liability for any **claim** against a **third party** arising from or out of:
 - uninsured loss – Any financial losses you suffer as a result of an insured event and which you are not insured for under any other policy of insurance
 - personal Injury – your death or personal injury suffered as a result of an insured event.
- The **underwriter** will indemnify **you** against **your insured** liability in relation to the above, provided that:
 - the insured event taking place within the territorial limits and within the period of insurance;
 - the litigation having prospects of success;
 - you have paid the insurance premium;
 - unless there is a conflict of interest, you always agree to use the appointed solicitor chosen by us in any claim
 - to be heard by the small claims court, and/or
 - before proceedings need to be issued
 - the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau;
 - the maximum sum we pay not exceeding the limit of indemnity; and
 - the terms and conditions of this policy.

What Is Not Covered

In addition to the points listed below, please read paragraph 2 'What is not covered' of the General Terms and Conditions.

- Any **third party** costs, **own representative's costs** and **own disbursements** incurred prior to **our** confirmation of indemnity being granted to **you** under this policy.
- Any appeal against any **order** made in the **litigation**.
- Own representative's costs** 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.

- Any **claim** where the **third party** cannot be traced or does not hold valid motor insurance at the time of the accident.
- Any **claim** or counter **claims** made against **you** by the **third party**.
- Any legal proceedings dealt with by a **court** or other body, outside the United Kingdom and/or to which **we** have not agreed.

General conditions

Conduct of the litigation

- **We** can attempt to settle **your claim** arising from the **insured** event prior to the appointment of a **solicitor** or the start of **litigation**.
- **We** can take over conduct of the **litigation** at any time in **your** name.
- **We** can issue **court** proceedings for the **underwriter's** benefit in **your** name to recover any payments **we** or the **underwriter** have made under this policy.
- **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**.
- Where proceedings are to be commenced in respect of an **insured** event occurring within the **territorial limits** and outside of the United Kingdom, the **solicitor** shall initiate proceedings within the courts of the United Kingdom only.

Your obligations

- The **litigation** must be conducted in a manner such that **your insured** liability is reasonable and proportionate to **your claim**.
- **You** must co-operate with **us** at all times and forward any communications received in connection with an **insured** event to **us** without delay and supply **us** with any information **we** require.
- **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**.
- **You** must advise **us** immediately of any offers of payments to settle the **litigation**.
- **You** must not accept any offer of payment or enter into settlement negotiations without **our** express agreement.
- **You** must co-operate fully with **us** to assist **us** to recover any payments **we** have made on **your** behalf in respect of **your insured** liability.
- **You** must adhere to the terms and conditions of this **policy** at all times. If **you** make any **claim** under this **policy** which is fraudulent or false or where there is collusion between **you** and the **third party** or any

witness this **policy** shall be declared void and shall no longer apply.

- **You** must not act dishonestly, exaggerate or otherwise attempt to mislead **us**, **your solicitor** or anyone else in relation to **your claim** and if **you** do so then this **policy** shall be declared void and shall no longer apply.

Representation

- **We** have the right to make investigations into the case.
- Where appropriate **we** will pass the **claim** to a **solicitor** to be dealt with. They will be instructed in **your** name and may negotiate and settle the **claim** for losses arising from the **insured** event on **your** behalf.
- The legal representative will be a **solicitor** chosen by **us**. In the event where **court** proceedings have been issued or a conflict of interest arises, **you** may appoint a legal representative nominated by you. 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 minimise the costs of any **litigation**.
- 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 not to be unreasonably withheld. This condition is subject to **your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Terms applicable to own representative's costs and own disbursements

- **We** shall only be liable to pay **own representative's costs** and **own disbursements** after the conclusion of the **litigation**.
- **We** shall only be liable to pay **own representative's costs** and **own disbursements** to the extent that **you** do not recover **own representative's costs** and **own disbursements** from the **third party** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or order as to **own representative's costs** and **own disbursements**.
- Any **insured** liability for **own representative's costs** and **own disbursements** is subject to the

following conditions:

- it is necessary to incur **own representative's costs** and **own disbursements** in order to proceed with **your** case and the costs are reasonable and proportionate in amount;
 - where **own representative'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** as it is carried out in order to ensure that it is necessary to proceed with the case and the costs are reasonable and proportionate in amount;
- **you** will repay any **insured liability** for **own representative's costs** and **own disbursements** if **we** pay them and they are subsequently recovered by **you** from the **third party**;
 - **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;
 - **you** will not be entitled to indemnity if, without the **underwriter's** approval, **you** conclude a settlement with the **third party** or discontinue the **litigation** on terms which preclude **your** recovery of **own representative's costs** and **own disbursements**; and
 - in the event of **you** appointing **your** own **solicitor** **we** will only be liable to pay **own representative'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 for the shortfall.

Dual insurance

- If **you** have another **policy** of legal expenses insurance that provides cover for **your claim** and **litigation**, **we** will only cover **our** proportionate share of the **claim** and **litigation** assuming that the other **policy** of legal expenses insurance had paid out in full.

Disputes

- If **we** do not initially think there is a reasonable prospect of success, **we** will, at **your** request, pay for **your claim** to be reviewed by **us**, for a period of up to 3 hours to reassess the prospects of success.
- Any dispute between **you** and **us** in relation to **your claim** and/or **litigation**, that has not been resolved as part of the complaints procedure within the customer satisfaction section, shall be referred to a single arbitrator who shall be a barrister mutually agreed upon by **you** and **us** or, failing agreement, appointed by the Bar Council. The arbitration shall take place in London and shall take the form of written and/or oral submissions (at the discretion of the arbitrator). The decision of the arbitrator

shall be final and binding. The arbitrator shall have the power to award costs (including his fee for conducting the arbitration) and any costs payable by **you** shall not be recoverable under this policy.

Section 2

Motor prosecution defence

What Is Covered

- **We** will pay up to the **limit of indemnity** in defending the legal rights of the **insured** including an appeal against conviction or sentence after an event where the **insured** receives a summons, a requisition for prosecution, or is charged and required to go to **court** which arises as a result of the **insured** using the **insured** vehicle where:
 - the insured is facing suspension, have penalty points added to or disqualification of their driving licence; and
 - the representative of the insured considers that there are reasonable prospects of avoiding that outcome; and
 - the insured vehicle was being used within the special territorial limits.

What Is Not Covered

In addition to the points listed below, please read paragraph 2 “What is not covered” of the General Terms and Conditions.

- If **we** consider that there is no realistic prospect of a disqualification or suspension, or of avoiding a disqualification or suspension.
- Any **legal costs and expenses** covered by **your motor vehicle insurance policy**.
- If **you** fail to provide us with reasonable notice of a prosecution and **we** or **your solicitor** is unable to prepare in advance of any hearing.
- If **we** have not agreed to the **legal costs and expenses** involved in **your claim**.
- Prosecutions arising from or relating to any deliberate act of criminal damage, aggression or assault against another party by **you**.
- Any fines, penalties, **court** costs, prosecution costs, victim surcharges or compensation awarded against **you** by a criminal **court**.
- Any offences which are brought against **you** and for which **you** are alleged to be under the influence of alcohol and/or drugs, or any offences which are associated with or related to an alcohol and/or drugs offence.

General conditions

- **You** must co-operate with **us** at all times and forward any communications received in connection with **your** prosecution without delay

and supply **us** with any information **we** require.

- **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.
- **You** must not attempt to exaggerate or mislead **us**, **your solicitor** or anyone else in relation to **your** prosecution, otherwise this **policy** shall be declared void and no longer apply.

Representation

- **We** have the right to make investigations into the case.
- Where appropriate **we** will appoint a **solicitor** to act on **your** behalf.
- 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 minimise the **legal costs and expenses**.
- 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 not to be unreasonably withheld. This condition is subject to **your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Section 3 Motor contract cover

What Is Covered

- **We** will pay the costs, not exceeding the **limit of indemnity**, of **you** taking or defending legal action as a result of any action arising from a contract **you** have to:
 - buy, hire or sell the insured vehicle or its spare parts or accessories; or
 - service, repair or test the insured vehicle.
- **We** will provide cover as long as:
 - you entered into the contract within the special territorial limits;
 - the dispute first arose within the cover period;
 - any legal action is brought within the special territorial limits; and
 - after taking into account the view of your legal

representative, in our opinion you are more likely to succeed than not when recovering damages, defending the legal action or settling the dispute in another way.

What Is Not Covered

- **We** will not provide cover for the following:
 - the first £100 of every claim under this section;
 - any event which occurs within the first three months of this policy, unless the claim is for new goods or services bought after the start of this policy;
 - any contract where the amount in dispute is less than:
 - £1000 for buying, selling or hiring the insured vehicle; or
 - £250 for servicing, repairing or testing the insured vehicle;
 - a dispute over the amount of money or other compensation due under an insurance policy;
 - a dispute which arises following your deliberate breach of a contract.

Section 4 Vehicle cloning dispute

What Is Covered

The costs up to the **limit of indemnity** of you taking or defending legal action as a result of any use of the **insured** vehicle's identity by another person or organisation without **your** permission.

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.

What Is Not Covered

- claims where the insured vehicle's identity has been used by somebody living with you.
- Cover does not cover any losses incurred by you other than legal expenses as a result of the insured vehicle's identity being used by another person or organisation without your permission.

Section 5 Motor insurance database dispute

What Is Covered

The costs up to the **limit of indemnity** of representing **you** in legal action in a dispute with the police and/or any other body and/or agency where the **insured** vehicle has been seized following the failure of the Motor Insurance Database being

updated with the correct information about **you** or the **insured** vehicle.

Section 6

General services and helplines

Replacement Vehicle and Vehicle Repair Services

What Is Covered

- In addition to the cover provided by this policy, if the damage to the **insured** vehicle occurs within the **special territorial limits**, we may be able to offer the following additional services, independently from this policy:
- we may be able to obtain an alternative hire vehicle of an equivalent type, pending repair or replacement of the insured vehicle, if the damage prevents the insured vehicle from being driven and is caused by the negligent or wilful act of a third party who has the benefit of valid motor insurance and provided we have identified the third party and their insurers
 - if the damage to the insured vehicle is caused by the negligent or wilful act of a third party who has the benefit of valid motor insurance then, provided we have identified the third party and their insurers and the insured vehicle can be repaired, we may be able to arrange to have the insured vehicle repaired and to provide you with up to 12 months interest free credit on the repairs made.

General conditions

- **You** must report the damage to the **insured** vehicle to **us** within 14 days of the incident.
- Provision of the **alternative hire vehicle** is subject to the terms and conditions of the provider of the **alternative hire vehicle**. These are available from the provider at the time the **alternative hire vehicle** is provided or can be obtained from the **underwriter** on request.
- **You** must provide any assistance required by the **underwriter** or any such representative in connection with the recovery of any costs incurred in connection with the provision of an **alternative hire vehicle** from any **third party** at fault in connection with the incident giving rise to the damage to the **insured** vehicle, including permitting the **underwriter** or any such representative to take proceedings in **your** name and/or assigning any rights against any such **third party** to the **underwriter** or its representative.
- The **alternative hire vehicle** provided will be a manual transmission vehicle unless **your** driving licence only permits **you** to drive an automatic

transmission vehicle in which case an automatic transmission vehicle will be provided.

- **You** must produce **your** original full valid driving licence and disclose any driving penalty notices or convictions before an **alternative hire vehicle** will be provided.
- **You** must provide valid credit or debit card details before an **alternative hire vehicle** will be provided.
- **You** will be responsible for any fuel costs, fares, fines and fees.
- **You** must pay a security/fuel deposit when an **alternative hire vehicle** is provided. This is refundable on return provided the **alternative hire vehicle** is free from damage and has the same amount of fuel as when provided.
- **You** can choose to upgrade to any vehicle other than the **alternative hire vehicle** offered, but the costs of such upgrade will be **your** responsibility.
- No **alternative hire vehicle** may be used outside the **special territorial limits**.
- **You** will be responsible for any hire costs if **you** fail to return the **alternative hire vehicle** when requested to do so by the provider of the **alternative hire vehicle**.

What Is Not Covered

In addition to the points listed below, please read paragraph 2 “What is not covered” of the General Terms and Conditions.

Services will not be provided under this Section 2 in any case where:

- the damage to the **insured** vehicle took place prior to the **period of insurance**.

Motor Legal Helpline

What Is Covered

- If the **insured** requires legal advice relating to a motoring issue, **our** helpline is here to assist. This will cover advice relating to motoring legal problems arising within the **special territorial limits**.

Legal Advice Helpline

If the insured requires legal advice, our legal advice helpline is here to assist. This will cover advice relating to legal problems arising within the special territorial limits.

We will arrange provision of confidential legal advice to the **insured** over the phone on any personal legal issue.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If the **insured** person calls outside these times, a message will be taken and a return call arranged within the operating hours. 03308 805 466

Tax Advice Service

We will provide the **insured** with confidential advice over the phone on personal tax matters within the **special territorial limits**.

Tax advice is available 9am - 5pm, Monday to Friday, excluding public and bank holidays. If the **insured** calls outside these times, a message will be taken and a return call arranged within the operating hours.

Health and Medical Information Service

We will arrange the provision to the **insured** information over the phone on general health issues and advice on a wide variety of medical matters. We can provide information on what health services are available in an **insured's** area, including local NHS dentists.

Health and medical information is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If the **insured** calls outside these times, a message will be taken and a return call arranged within the operating hours.

Counselling

We will arrange the provision to the **insured** of a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18) and in full-time employment. This includes, where appropriate, referral to relevant voluntary or professional services. The **insured** will pay any costs for using the services to which they are referred.

This helpline is open 24 hours a day, seven days a week.

We cannot accept responsibility if the helpline services are unavailable for reasons we cannot control.

General Terms and Conditions that apply to the Legal Expenses policy only

How to make a claim

To make a **claim** all sections of this **policy** please call **our** claims line 03308 805 466, 24 hours a day 365 days a year. **You** will need to confirm the following:

- insured's name and address
- policy number.

What Is Not Covered

In addition to the items listed in Sections 1 to 6, the following are also not covered under this policy.

- Any **claim** or service offered by this **policy** arising out of or relating to any deliberate criminal act or omission committed by you, or fines and penalties imposed by a criminal **court**.
- Any **claim** or service offered by this **policy** where the **insured** does not hold a valid motor insurance **policy** and/or where the motor insurers are entitled to avoid cover under the **motor vehicle insurance policy**.
- Any **claim** or service offered by this **policy** where

the **insured** has not paid the premium.

- Any **claim** or service offered by this **policy** occurring from use of the **insured** vehicle for motor racing, rallies, speed trials or competitions of any kind.
- Any **claim** or service offered by this **policy** where the **insured** vehicle is found to be in an unroadworthy condition or does not have a valid road fund licence or valid MOT certificate at the time of the **insured** event.
- Any **claim** or service offered by this **policy** that is made by the driver of the **insured** vehicle where the driver does not have a valid driving licence.
- Any **claim** or service offered arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it
 - riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under any government or public or local authority
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
 - the failure of any device to recognise, interpret or process any date as its true calendar date.

Cancellation

If **you** decide that for any reason that this **policy** does not meet **your** insurance needs, then please contact Carole Nash Select by phone or post within 14 days of issue. On the condition that no claims have been made or are pending **we** will then refund **your** premium in full. If **you** wish to cancel **your policy** after 14 days **you** will not be entitled to a refund.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days notice in writing where there is a valid reason for doing so. A cancellation

letter will

be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a. fraud;
- b. non-payment of premium;
- c. threatening and abusive behaviour;

non-compliance with **policy** terms and conditions. Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Subrogation

If **we** make a payment under this policy, **we** will be subrogated to any and all of **your** rights in connection with such payment. **You** also agree to give **us** as much assistance as **we** may reasonably require in relation to the exercise by **us** of **our** subrogated rights.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a **third party** which exists or is available other than by virtue of this Act.

Dishonest and fraudulent claims

If the **court** makes a finding of fraud this **policy** shall be cancelled from the outset and all rights that **you** have under this **policy** shall be forfeited. **We** shall be entitled to recover any payments **we** have previously made.

Assignment

You may not assign **your** rights under this **policy** without **our** prior written consent.

Governing law

We and **you** agree that this **policy** shall be construed in accordance with the laws of England and Wales, unless otherwise agreed.

Change of law

We reserve the right to amend this **policy** or any part thereof to ensure compliance with any new law affecting or applicable to the subject matter of this **policy** that may, from time to time come into force.

Our Customer Care Policy

Whilst **we** will make every effort to maintain the highest standards, **we** recognise that there may be some occasions when **we** fail to satisfy the particular requirements of **our** customers. **We** therefore have procedures in place to investigate and remedy any area of concern.

If Your Complaint is in Relation to Carole Nash:

If **you** wish to complain about the services provided by Carole Nash, such as the way **your** policy was sold to **you**, please contact Carole Nash:

By phone: 0800 298 5511

In writing:

Compliance and Risk Team
Carole Nash Insurance Consultants Ltd
Embankment West Tower,
101 Cathedral Approach,
Salford,
M3 7FB.

If Your Complaint is in Relation to Motoring Legal Expenses Policy

Please in the first instance E-mail: complaints@4th-d.co.uk.

4th Dimension Innovation Limited will aim to resolve your complaint within 24hrs. If your complaint is not resolved to your satisfaction within 24 hours, they will send you a written acknowledgement of your complaint together with the next steps they will be taking to resolve it.

If your complaint relates to a matter concerning the underwriter Financial and Legal Insurance Company Limited contact details are as follows:

Financial and Legal Insurance Company Limited
No 1 Lakeside
Cheadle Royal Business Park
Cheadle
Manchester
SK8 3GW

Financial Ombudsman Service

If **you** are still unhappy following receipt of the final response, **you** can refer the dispute to the Financial Ombudsman Service within 6 months who will review **your** case on an independent basis. The address is: The Financial Ombudsman Service
Exchange Tower

London

E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/consumers/odr>, which has been set up by the EU Commission.

Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given the insurer the opportunity to resolve it. Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Following the complaints procedure does not affect **your** right to take legal action.

Financial Services Compensation Scheme

We and Carole Nash are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if either party 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 obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk or by calling 0800 678 1100 or 020 7741 4100.



Carole Nash Insurance Consultants Limited

Embankment West Tower, 101 Cathedral Approach, Salford, M3 7FB.

Tel: 0800 298 5511

Email: bikes@carolenash.com - Website: www.carolenash.com

**This policy and other associated documentation are also available in large print, audio and Braille.
If you require these formats please contact Carole Nash Insurance Consultants Ltd.**

Carole Nash is a trading style of Carole Nash Insurance Consultants Ltd registered in England and Wales No 2600841.
Carole Nash Insurance Consultants Ltd is authorised and regulated by the Financial Conduct Authority.