



**CAROLE NASH**  
**The care it deserves**

**SPECIALIST VEHICLE**  
**LEGAL PROTECTION**  
**INSURANCE DOCUMENT**

# CONTENTS

---

<b>THE CAROLE NASH PROMISE</b>	<b>1 - 2</b>
<b>LEGAL PROTECTION POLICY</b>	<b>3 - 12</b>
DEFINITIONS	3
<b>COVER</b>	<b>5</b>
<b>LEGAL HELPLINE</b>	<b>5</b>
<b>SECTION 1</b>	
MOTOR PROSECUTION DEFENCE	5
<b>SECTION 2</b>	
MOTOR CONTRACT COVER	6
<b>SECTION 3</b>	
ACCIDENT, LOSS RECOVERY & INJURY	6
<b>SECTION 4</b>	
VEHICLE IDENTITY THEFT	7
GENERAL EXCLUSIONS	7
CONDITIONS THAT APPLY TO ALL SECTIONS	8
HOW TO MAKE A CLAIM	11
COMPLAINTS PROCEDURE	11

# THE CAROLE NASH PROMISE

## HOW WE'LL DELIVER THE CARE IT DESERVES

---

Our priority is to ensure that you, as our customer, receive the care you deserve. That's why we provide you with The Carole Nash Promise, a detailed outline of the service standards we should always deliver. By being open and honest about what we expect of ourselves we are giving you a real benchmark against which you may judge the service you personally receive. Our aim is to go above and beyond your expectations. Should you ever feel we have failed to step up to that mark, to have failed to deliver on The Promise detailed below, then please contact our Customer Relations Team on 0800 130 0647 or email [customerrelations@carolenash.com](mailto:customerrelations@carolenash.com)

### WE PROMISE

1. If we say we're going to do it, then we'll do it quickly and correctly.
  - We'll do our utmost to ensure we always have the right staff in the right numbers available for you.
  - We'll constantly monitor our systems and procedures to ensure we get things right first time and deliver what we said we would.
2. Our policies and services are and will be specifically designed to meet your needs.
  - We'll continually liaise with our insurers so we can design, update and innovate to better serve you.
  - We'll always listen to you to ensure we are focused on what you want.
3. You'll always deal with knowledgeable, specially trained staff.
  - We'll ensure all new staff undergo thorough and specialist training before we introduce them to you.
  - We'll continually review our policies, services and industry regulations to ensure every member of staff is fully up to date and professionally equipped to serve you.
  - We'll use call recording, monitoring and evaluation to ensure we consistently deliver the highest standards of professional service and advice which is both clear and fair.
4. When we offer you advice this will always be based upon your particular needs and circumstances.
  - We will tailor our advice and ensure you have a clear understanding of the policies and services we offer.
  - Our advice will include details of any particular policy exclusions or limitations and be provided before you commit to buying.
  - If we are not offering advice to you we will make this clear and give you sufficient information so that you may select a policy which meets your needs.

5. We'll always give you clear information which is free of jargon and check you are happy that you have understood that information.
  - We'll make sure our documentation and communications are written in plain English.
  - We'll take the time to regularly review our website and documents to ensure they are clear and easy to understand.
6. We'll seek out and listen to bikers and make sure you're kept in the loop on issues which are important to you.
  - We'll use customer surveys to keep up to date with your needs and listen to and act upon opinions of the service we provide.
  - We'll continue to support, sponsor and attend shows and work with clubs so that we understand the changing needs of the community.
7. If we make a mistake we'll hold our hands up, apologise, correct it and take action to stop it happening again.
  - We'll admit if we make a mistake and put it right as soon as possible.
  - We'll gather information from our systems to identify when something has gone wrong and put controls in place to reduce the risk of it happening again.
  - If, after we've taken action, you are still unhappy with our service, we'll ask you make use of the complaints procedure. This will let you fully express your dissatisfaction so we have a full and proper understanding of it. We will also clearly explain how your complaint will be handled. A copy of these procedures is available upon request.

If unfortunately you feel our service has not met your expectations then please bring it to our attention.

For Claims related complaints call 0800 298 5533.

For any other complaint call 0800 298 5511.

To write to us about any complaint contact:

Customer Relations Team,  
Carole Nash Insurance Consultants Ltd,  
Trafalgar House,  
110 Manchester Road,  
Altrincham,  
Cheshire.  
WA14 1NU

To email us about any complaint contact  
[customerrelations@carolenash.com](mailto:customerrelations@carolenash.com)

If having contacted us you are still not satisfied you may be entitled to refer the matter to the Financial Ombudsman Service.

# LEGAL PROTECTION POLICY

## CERTIFICATE OF INSURANCE

This insurance is underwritten by The Insurer described in your Legal Protection Summary.

Only Adviser's Costs incurred on the Insured's behalf by Our Panel Solicitors or their agents are covered under this insurance until Court Proceedings are issued or a conflict of interest arises. Where, following the issue of Court Proceedings or a conflict of interest arising, the Insured has elected to use an adviser of their own choice the Insured will be responsible for any Adviser's Costs in excess of Our Standard Adviser's Costs.

We agree to indemnify the Insured in consideration of the premium paid or to be paid subject to the following terms, conditions and exclusions of this policy.

## DEFINITIONS

Whenever the following words or expressions appear in your policy, they have the meaning given below.

### INSURED

Accident, Loss Recovery & Injury:

The person responsible for insuring the Vehicle declared to Us and the authorised driver and passengers in it.

Motor Prosecution Defence, Motor Contract, Vehicle Identity Theft:

The person responsible for insuring the Vehicle declared to Us.

### INSURED PERIOD

The period of insurance declared to Us.

### TERRITORIAL LIMITS

Motor Contract, Vehicle Identity Theft:

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, or the Republic of Ireland if the Insured is resident there.

Motor Prosecution Defence and Accident, Loss Recovery & Injury Cover:

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

### ADVISER'S COSTS

Reasonable legal fees and disbursements incurred by the Adviser with Our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against the Insured and paid on the standard basis of assessment.

## STANDARD ADVISER'S COSTS

The level of Adviser's Costs that would normally be incurred by Us in using a nominated Adviser of Our choice.

## ACTION

The pursuit of civil proceedings and appeals against judgement following a Road Traffic Accident; the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the Vehicle; the defence of criminal motoring prosecutions in relation to the Vehicle and the defence of civil legal cases and criminal prosecutions in relation to Vehicle Identity Theft.

## COURT PROCEEDINGS

The issue of Court Proceedings.

## LIMIT OF INDEMNITY

The maximum amount payable in respect of an Insured incident which is:

£100,000 or €100,000 if the Insured is resident in the Republic of Ireland.

## INSURED INCIDENT

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

## VEHICLE

The vehicle declared to Us including a caravan or trailer whilst attached to it.

## ROAD TRAFFIC ACCIDENT

A traffic accident in the Territorial limits involving the insured Vehicle occurring during the Insured Period on a public highway or on a private road or other public place for which the Insured is not at fault and for which another party is at fault.

## CONDITIONAL FEE AGREEMENT

If the Insured is resident in the United Kingdom, the separate agreement between the Insured and the Adviser, as allowed by Access to Justice Act (1999), for paying his or her professional fees when the Insured claims damages.

## COLLECTIVE CONDITIONAL FEE AGREEMENT

If the Insured is resident in the United Kingdom, the separate agreement between the Adviser and Us, as allowed by Access to Justice Act (1999), for paying his or her professional fees when the Insured claims damages.

## SMALL CLAIMS TRACK LIMIT

If the Insured is resident in England or Wales, the most they can claim in the small claims track of the County Court in England and Wales.

## WE, US, OUR

The Insurer described in your Legal Protection Summary.

## ADVISER

The Panel Solicitor or their agents appointed by Us to act for the Insured, or, and subject to Our agreement, where Court Proceedings have been issued or a conflict of interest arises, another legal adviser nominated by the Insured.

## COVER

Adviser's Costs incurred in an Action up to the Limit of Indemnity where:

- a) The Insured incident takes place in the Insured period within the Territorial limits; and
- b) The Action takes place in the Territorial limits.

## LEGAL HELPLINE

**The Insured may contact the 24-hour, 365 days a year legal helpline for legal advice on any motoring matter of concern.**

The Insured should telephone 0844 770 1054 if they are resident in the United Kingdom, or 0044 844 770 1054 if they are resident in the Republic of Ireland.

When calling the Legal Helpline the Insured should quote "Carole Nash Insurance Consultants Ltd" and master policy number 10052. The Insured will be asked for a brief summary of the problem and details will be passed on to an Adviser to return their call.

The legal helpline service is operated on behalf of Us by Our Panel Solicitors. Calls may be recorded for training and verification purposes.

## SECTION 1 MOTOR PROSECUTION DEFENCE

### WHAT IS INSURED

The Insured is covered for Adviser's Costs to defend motoring prosecutions in respect of an offence, punishable by penalty endorsement only, arising from the Insured's use of the Vehicle.

### WHAT IS NOT INSURED

Claims:

- For damages, interest fines or costs awarded in criminal courts
- Arising from an allegation of a deliberate criminal act. (including an allegation of violence) or omission of the Insured.
- Arising from an allegation that the Insured was in control of the Vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
- Where the Insured fails to confirm the identity of the driver of the Vehicle at the time of the alleged incident.

## SECTION 2 MOTOR CONTRACT COVER

### WHAT IS INSURED

The Insured is covered for Adviser's Costs to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the Vehicle including the Vehicle itself. The contract for the sale or purchase must have been made during the Insured period.

### WHAT IS NOT INSURED

Claims:

- For Adviser's Costs where the amount in dispute relates to credit hire charges or credit repair costs.
- For the first £100, or €150 if the Insured is resident in the Republic of Ireland.
- For any event which occurs within the first three months of this insurance, unless the claim is for new goods or services bought after the start of the first period of insurance.
- Where the amount in dispute is less than:
  - £1000 or €1500 if the Insured is resident in the Republic of Ireland, for buying, selling or hiring the insured vehicle.
  - or,
  - £250 or €375 if the Insured is resident in the Republic of Ireland for servicing, repairing or testing the insured vehicle.
- For disputes over the amount of money or other compensation due under an insurance policy.
- Arising from an allegation of dishonesty against the Insured.

## SECTION 3 ACCIDENT, LOSS RECOVERY & INJURY

### WHAT IS INSURED

The Insured is covered for Adviser's Costs to pursue damages claims arising from a Road Traffic Accident which causes the following:

- a) The Insured's bodily injury or death whilst in, boarding or alighting the Vehicle
- b) Damage to the insured Vehicle
- c) Damage to the property which the Insured owns or is legally responsible for and which was in or on the insured Vehicle at the time of the accident.

If the claim is going to be decided by a court in England or Wales and the damages the Insured is claiming are above the small claims track limit, cover is provided as long as the Insured enters into a Conditional Fee Agreement with the Adviser or the Adviser enters into a Collective Conditional Fee Agreement with Us.

## WHAT IS NOT INSURED

### Claims:

- For a breach of contract.
- For Adviser's Costs where the amount in dispute relates to credit hire charges or credit repair costs.
- For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.
- For claims handled by the Personal Injury Assessment Board (PIAB) if the Insured is resident in the Republic of Ireland.

## SECTION 4

### VEHICLE IDENTITY THEFT

#### WHAT IS INSURED

The Insured is covered for Adviser's Costs to defend civil or criminal legal proceedings arising from use of the Vehicle's identity by another person or organisation without the Insured's permission.

#### WHAT IS NOT INSURED

### Claims:

- Where the Vehicle's Identity has been copied by somebody living with the Insured.
- The Insured incident began to occur within the first 30 days of the Insured period.
- The Insured did not act to take reasonable precautions against their Vehicle's Identity being copied without their permission.
- For any losses (other than Adviser's Costs) incurred by the Insured as a result of Identity Theft.

## GENERAL EXCLUSIONS

### 1. THERE IS NO COVER

- Where the Insured incident began to occur or had occurred before the Insured purchased this insurance.
- Where the Insured fails to give proper instructions to Us or the Adviser or respond to a request for information or attendance by the Adviser within a reasonable period of time.
- Where a reasonable estimate of the Insured's Adviser's Costs is greater than the amount in dispute other than in relation to uninsured loss recovery claims.
- Where the Insured's act or omission prejudices their or the Our position in connection with the Action.
- Where Adviser's Costs have not been agreed in advance or exceed those for which We have given its prior written approval.
- For Adviser's Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- For the amount of Adviser's Costs in excess of Our Standard Adviser's Costs where the Insured has elected to use an Adviser of their own choice.

- Where the Insured has alternative insurance cover.
- For claims made by or against Us or the Adviser.
- Where the Insured's motor insurers repudiate the motor insurance policy or refuse indemnity.
- For any claim arising from racing, rallies, competitions or trials.
- For Adviser's Costs beyond those for which We have given its prior written approval.
- For an application for Judicial Review.
- For appeals without Our prior written consent.
- Prior to the issue of Court Proceedings, for the costs of any legal representative other than those of the Adviser unless a conflict of interest arises.
- For Adviser's Costs incurred in Part 8 Costs Proceedings under the Civil Procedure Rules.
- For any Action that We reasonably believes to be false, fraudulent, exaggerated or where the Insured has made misrepresentations to the Adviser.
- Where at the time of the Insured incident the Insured was disqualified from driving, did not hold a licence to drive or the Vehicle did not have a valid MOT certificate or Road Fund Licence or comply with any laws relating to its ownership or use.

### 2. 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.

## CONDITIONS THAT APPLY TO ALL SECTIONS

### 1. CLAIMS

- a) The Insured must notify claims as soon as reasonably possible within six months of the Insured incident.
- b) We shall appoint the Adviser to act on the Insured's behalf.
- c) We may investigate the claim and take over and conduct the Action in the Insured's name. Subject to the Insured's consent which shall not be unreasonably withheld We may reach a settlement of the Action.
- d) The Insured must supply at their own expense all of the information which We reasonably require to decide whether a claim may be accepted. If Court Proceedings are required or a conflict of interest arises, and the Insured wishes to nominate an Adviser to act for them they may do so. Where the Insured has elected to use an adviser of their own choice the Insured will be responsible for any Adviser's Costs in excess of Our Standard Adviser's Costs.

The Adviser must:

i. Confirm in writing that they will enable the Insured to comply with their obligations under this insurance.

ii. Agree with Us the rate at which their costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative adviser and this nomination shall be binding.

e) The Adviser will:

i. Provide a detailed assessment of the Insured's prospects of success including the prospects of enforcing any judgement obtained without charge.

ii. Keep Us fully advised of all developments and provide such information as We may require.

iii. Keep Us regularly advised of Adviser's Costs incurred.

iv. Advise Us of any offers to settle and payments in to court. If contrary to Our advice such offers or payments are not accepted there shall be no further cover for legal expenses unless We agree in its absolute discretion to allow the case to proceed.

v. Submit bills for assessment or certification by the appropriate body if requested by Us.

vi. Attempt recovery of costs from the Third Parties.

vii. Agree with Us not to submit a bill for Adviser's Costs until conclusion of the Action.

f) In the event of a dispute arising as to costs We may require the Insured to change Adviser.

g) We shall only be liable for costs for work expressly authorised by Us in writing and undertaken while there are reasonable prospects of success.

h) The Insured shall supply all information requested by the Adviser and Us.

i) The Insured is liable for any Adviser's Costs if they withdraw from the Action without Our prior consent. Any costs already paid by Us will be reimbursed by the Insured.

## 2. DISPUTES

Any disputes between the Insured and Us in relation to Our assessment of the Insured's prospects of success in the case or nomination of solicitor shall be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

## 3. REASONABLE PROSPECTS

At any time We may form the view that the Insured does not have a reasonable prospect of success in the action they are proposing to take or are taking. If so, We may decline support or any further support. In forming this view We may take into account:

a) Whether Adviser's Costs are disproportionate to the value of the damages being claimed in the Action or the likely outcome of the Action.

b) The fact that a reasonable person without legal expenses insurance would not wish to pursue the matter.

c) The prospect of being able to enforce a judgement.

d) The fact that the Insured's interests could be better achieved in another way.

e) Whether the Insured has a reasonable prospect of succeeding in the Action.

## 4. CONTRACT LAW

This contract is governed by the Law of the jurisdiction in which the Insured is resident in, provided the insured is resident in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man, or the Republic of Ireland.

## 5. LANGUAGE

The language for contractual terms and communication will be English.

## 6. CANCELLATION

The Insured may cancel this insurance at any time by notifying Carole Nash Insurance Consultants Ltd by phone or by post and will be entitled to a full refund of premium if the policy is cancelled within the first 14 days. If the policy is cancelled outside this period, there will be no refund of premium.

Carole Nash Insurance Consultants Ltd or We may cancel the insurance by giving 7 days notice in writing to the Insured at the address shown on the schedule, unless otherwise a change of address has been notified to Carole Nash Insurance Consultants Ltd. No refund of premium shall be made.

There will be no refund of premium if the Insured has made a claim or intends making a claim in the future.

All cover provided by this policy will cease immediately on the same day as the associated policy (the motor vehicle policy effected by the Insured at the same time as this contract) is lapsed or cancelled for whatever reason and no refund of premium will be made. This condition does not apply if an immediate replacement vehicle policy is issued by Carole Nash Insurance Consultants Ltd.

## HOW TO MAKE A CLAIM

Please refer to the section 'How To Make A Claim' in your Legal Protection Summary.

## COMPLAINTS PROCEDURE

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, please refer to the Carole Nash Promise, which can be found on page 1 and 2.

If your complaint is in relation to the Insurer, please refer to the section 'How to make a complaint' in your Legal Protection Summary.

If you are still not happy with the final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

The address is:

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

Tel: 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that the Financial Ombudsman Service will only deal with your complaint if you have already given Us and Carole Nash, the opportunity to resolve it. The procedure outlined above is entirely without prejudice to your rights in English Law and you are free at any stage to seek legal advice and take legal action.

## DATA PROTECTION ACT

The details of the Insured, the Insured's insurance cover and claims will be held by Us for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the scheme if We are unable to meet Our obligations. The Insured's entitlement to compensation will depend on the circumstances of the claim.

If you are eligible to claim from the FSCS, compensation is available for insurance advising and arranging; and is covered for 90% of the claim without any upper limit.

Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 020 7892 7300.



**Carole Nash Insurance Consultants Limited**

Trafalgar House, 110 Manchester Road, Altrincham, Cheshire, UK WA14 1NU

Tel: 0800 458 2614 Fax: 0161 927 2404

Email: [specialistvehicles@carolenash.com](mailto:specialistvehicles@carolenash.com) Website: [www.carolenash.com](http://www.carolenash.com)

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