

# Legal Expenses Policy Documents

*Your* Optional Extra



CAROLE NASH  
*select*

## Welcome

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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](mailto:bikes@carolenash.com)

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# Legal Expenses Policy

## Cover only applies if you have paid the additional premium

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from <https://register.fca.org.uk> or by contacting 0800 111 6768.

## Definitions

The following words or phrases have the meanings given below whenever they appear in the Legal Expenses policy wording. These will be shown in bold.

### Adverse Costs

Any legal costs (including profit costs, disbursements, VAT and interest) which the **insured person** pays the **opponent** by order of the court or with **our** prior written agreement. These may include, for example, the **opponent's** solicitor's fees, barrister's fees and/or expert's fees.

### Approval, Approve(d), Approving

The act of **us** agreeing in writing to provide indemnity in accordance with the terms of this **policy**.

### Consent

**Our** written agreement to a particular course of action (such as settling a claim).

### Costs

Under this **policy we** will pay the following:

- the professional **fees and expenses** reasonably and properly charged by the **legal representative**, up to the standard rates set by the courts;
- your** opponents costs which **you** are ordered to pay by a court, the most **we** will pay for all claims arising out of one event is £100,000.

### Cover Period

The period shown in **your** current Certificate of Motor Insurance.

### Damages

Any sum that a court says **your opponent** must pay or money **your opponent** agrees to pay to settle **your** claim.

### Disbursements

Any sum spent by the **legal representative** on behalf of the **insured person** in respect of services supplied by a third party, providing that:

- The **insured person** received the services;
- The **insured person** was responsible for paying the third party for the services;
- The **insured person** knew that the services were being provided by a third party;
- The services were in addition to and distinct from the services supplied by the **legal representative** to the **insured person** on their own account; and
- We** have agreed the amount to be paid in advance of the third party being instructed.

Disbursements may include, for example, barrister's fees (provided that the barrister is not acting under a Conditional Fee Agreement) or expert's report fees.

### Fees and Expenses

Any professional fees reasonably incurred by the **legal representative** in pursuit of the claim together with any disbursements that they incur or pay, including, where appropriate, **value added tax**. for the purposes of this definition, "reasonably incurred" shall mean costs that are deemed by a court to be reasonable.

### Insurer

UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.

### Legal Representative

Any appropriately qualified person (or company or firm) who has been **approved** by **us** to represent an **insured person** in pursuit of a claim against an **opponent**. "the **legal representative**" is a reference to the specific **legal representative** who acts in a particular claim.

### Motor Insurance Policy

The **policy** of motor insurance for **your vehicle** which has been issued in accordance with the requirements of the Road Traffic Act 1988.

### Opponent(s)

The third party responsible for the accident or collision which has given rise to an insured event under this **policy** and against whom the **insured person** wishes to bring a claim. Proceedings may not be issued against **us**, the **insurer** or **your** insurance broker or agent, nor may proceedings be issued against an employer where **you** are the employer and the driver is **your** employee.

### Part 36 Offer

Any offer made by an **opponent** to settle a claim which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the claim and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause the **insured person** to pay part of their **opponent's** costs should the **insured person** reject an offer, continue with the legal proceedings and subsequently fail to obtain more than they **were** offered by the **opponent**, or should they accept outside the 21 day period. This includes offers made under **Part 36** of the Civil Procedure Rules 1998.

### Policy

This before-the-event legal expenses **policy** providing cover for **adverse costs** and **fees and expenses**, together with the Policy Schedule and any **endorsement** which attaches to it.

### Proportionate Manner

In determining whether a claim can be pursued in a '**proportionate manner**' the factors **we** will take into account in assessing whether those costs are reasonable include but are not limited to:

- the prospects of success and the likely costs of pursuing the claim;
- the amount claimed and the amount that is likely to be recovered;
- the amount of **adverse costs** that **we** would be likely to pay if the claim was unsuccessful;
- the prospects of enforcing a judgment or agreement; and
- the circumstances of the Insured Incident, including the conduct of the **insured person**.

### Reasonable Prospects

'**Reasonable prospects**' means **we** deem there is a 51% or greater chance that **you** will be successful in **your** pursuit of legal proceedings. This means that **you** have a greater chance of winning than losing.

### Small Claims Track Limit

If **you** are resident in England or Wales, the most **you** can claim in the small claims track of the county court in England and Wales, **small claims track limit** being any claims under £10,000 or where **you** are pursuing a claim for personal injury any claim under £1,000.

### Territorial Limits (Motor Contract Cover)

The **territorial limit** is Great Britain, Northern Ireland, The Channel Islands and the Isle of Man.

### Territorial Limits (Uninsured Loss Recovery and Motor Prosecution Defence)

The European Economic Area (the European Union plus Iceland, Liechtenstein and Norway) 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

### Terrorism

Any direct or indirect consequence of **terrorism** as defined by the **Terrorism Act 2000** and any amending or substituting legislation.

### Uninsured Loss(es)

Any loss directly arising from the Insured Incident in question that is not covered by any other insurance **policy**.

### Vehicle

The **vehicle** specified in the **motor insurance policy**, which was being driven or ridden by a person entitled to drive or ride under the **motor insurance policy**, together with any trailer attached to such **vehicle** at the time of the Insured Incident.

### We, Our, Us

MotorPlus Limited t/a Coplus an insurance intermediary who is authorised to manage claims on behalf of the **insurer**.

### You, Your, Yourself, Insured Person

The named holder of this **policy** who lives in the United Kingdom together with any other person who is entitled to drive or ride the **vehicle** under the **motor insurance policy** (including any other person who is a passenger/pillion in the **vehicle**)

## Section 1 Uninsured Loss Recovery

**We** will pay the costs for **adverse costs** and **fees and expenses** for **you** to take legal action as a result of any road traffic accident being the fault of the **opponent** occurring within the **territorial limits** and during the **cover period** which covers the following:

- damage to the **insured vehicle**; or
- damage to any personal belongings within or on the **insured vehicle**; or
- your** death or bodily injury while **you** are travelling in or on, or getting into or out of or on or off the **insured vehicle**; or
- any other **uninsured losses** that **you** sustain;

**We** will provide this cover as long as:

- your** claim has **reasonable prospects** of success;
- the claim can be pursued in a **proportionate manner**;

- the accident happened within the **territorial limit** and within the period of insurance;
- the incident was the fault of the **opponent**;
- **you** do not deliberately mislead **us** or the **legal representative** or exaggerate the claim or bring any false or contrived claims;
- **we** have given written **approval** to pursuing a claim prior to **you** commencing any legal proceedings or making an appeal;
- **you** follow **our** or the **legal representative's** advice and provide any information they ask for;
- **your legal representative** follows the requirements set out in the **your legal representative** must do the following' section below.

**We** will not cover:

- **adverse costs** and **fees and expenses** **you** have paid directly to the **legal representative** or any other person without **our** prior written **approval**;
- any claim resulting from a road traffic accident not covered by the **motor insurance policy**;
- any legal action brought against **you**;
- any claim where **you** intend to represent **yourself** (known as a litigant-in-person) unless:
  - **we** have given prior written **approval**; or
  - the claim is allocated to the **small claims track** and has been accepted by **us**.
- any claim which **you** settle or discontinue without **our consent**;
- any costs, fees or expenses incurred after **you** have rejected **our** or the **legal representative's** advice to settle or discontinue a claim;
- any fines, penalties or **damages** **you** are ordered to pay by a court or similar authority;
- disputes arising from parking offences;
- any claim where the **opponent** cannot be traced or identified, or is not insured for the risks of a claim;
- any claims where **you** have instructed the **legal representative** to stop acting on **your** behalf or where the **legal representative** has refused to continue to represent **you**;
- any costs, fees or expenses following **you** breaching the terms of this **policy** (see 'you must do the following' below);
- any costs awarded by the court as a result of **your** unreasonable behaviour or that of **your legal representative**;
- where **you** have disregarded **our** advice to accept a **part 36** offer to settle a claim;
- where **we** have advised the **insured person** that their claim would be best settled by other means than the issue of legal proceedings in a court of law within the United Kingdom.

**You** must do the following - failure to do so will result in cover being withdrawn for **adverse costs, fees and expenses**:

- provide promptly any other supporting information **we** or the **legal representative** ask for;
- keep **us** and the **legal representative** informed of any matters that might affect the chances of success in the claim, the amount of **damages** that are likely to be recovered, or the amount of the costs of the claim;
- keep **us** informed (or ask the **legal representative** to keep **us** informed), particularly if any offers have been made;
- get **our** written **consent** before any **part 36** offer or other offer of settlement is accepted or rejected;
- get **our** written **consent** before any claim is discontinued;
- take reasonable steps to keep all costs, **fees and expenses** as low as possible;
- attend court or go to any expert examination when asked to do so;
- act upon any order for costs promptly;
- not do anything to impede any negotiations about costs or any assessment of costs;
- provide **us** with access to **your legal representative** and authorise them to keep **us** informed of the progress of the claim and any other relevant matters;
- allow **us** to have any legal bill audited or assessed.

### Settling Claims in Particular Circumstances

**We** have the right to:

- settle a claim by paying the amount in dispute;
- settle the costs covered by this **policy** if there is no other way of getting these costs back.

## Section 2 Motor Prosecution Defence

**We** will pay the costs of defending **your** legal rights (including making an appeal against **your** conviction or sentence) after any event which results in criminal proceedings being brought against **you** for an offence relating to **your** ownership or use of the **insured vehicle**.

Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome.

**We** will provide cover as long as:

- the proceedings arise from an event that occurred within the **territorial limits** and within the **cover period**;
- the proceedings will be decided by a court within the **territorial limits**;

**We** will not provide cover for the following:

- parking offences for which **you** do not receive penalty points against **your** licence;
- driving or riding while under the influence of alcohol or drugs;
- driving or riding without valid motor insurance;
- any offence which would be covered under **Uninsured Loss** Recovery, Section 1;
- where **you** qualify for legal aid;
- fines, penalties, or compensation orders, or applications for judicial review.

## Section 3 Motor Contract Cover

**We** will pay the costs 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 **territorial limits**;
- the dispute first arose within the **cover period**;
- any legal action is brought within the **territorial limit**; 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.

**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.

## Exclusions that Apply to All of the Legal Expenses Policy

### Fraudulent Claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your policy**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated then **we** will not pay any benefit under this **policy** or return any premium to **you** and **we** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

**We** will not provide cover for the following:

- any claim that is not notified to **us** as soon as is reasonably possible after the date of event when the claim may be prejudiced by late notification.
- any claim arising out of an **insured person's** alleged dishonesty or violent conduct.
- any claim arising out of an **insured person's** alleged use of drugs or alcohol.
- disputes arising, from or relating to:
  - criminal prosecutions or family proceedings, the exclusion for cover in respect of criminal prosecutions shall not apply if **you** are making a claim for motor criminal prosecutions, under section 2 motor prosecution defence of this **policy**;
  - judicial review or applications for judicial review;
  - enforcement proceedings;
  - the terms and **conditions** of this **policy**, including alleged rights of a person other than **you** to enforce the terms of this **policy**. For the avoidance of doubt no person other than those defined under the definition of **insured person** shall be entitled to claim against this **policy**;
- any **adverse costs** or **fees and expenses** in any claim where those costs are covered by another insurance **policy** or similar scheme including cover arising by virtue of an **insured person's** trade union membership.

- Any direct or indirect consequence of:
  - Irradiation, or contamination by nuclear material; or
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
  - Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority
- any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- claims in respect of damage or losses arising from races, rallies or competitions, or claims where the **vehicle** has not been maintained in accordance with the manufacturer's recommendations and/or instructions - including servicing and **vehicle** faults.
- claims in excess of the limit of indemnity of £100,000 for any one claim.

## Conditions that Apply to All of the Legal Expenses Policy

### Legal Representative

- Before legal proceedings are issued, a representative from **our** panel will be appointed to act for **you** to pursue, defend or settle any claim **we** have accepted in accordance with the terms and **conditions** of this **policy**;
- Should legal proceedings need to be issued or have been issued against **you**, or where there is a conflict of interest, **you** can choose a non-panel solicitor of **your** choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**.
- If there is any dispute over **your** choice of solicitor **you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with the Arbitration condition of this **policy**. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint a **legal representative** from **our** panel in order to protect **your** interests in any legal proceedings.
- If **you** do select to appoint **your** own solicitor, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent

circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of solicitor that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;

- The **legal representative** or solicitor of **your** choosing will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required;
- Any solicitor that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to the **legal representative's** or solicitor's (as the case may be) file relating to **your** claim. **You** will be considered to have provided express **consent to us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

### Arbitration

- If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 19. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.
- If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.
- If **we** are not able to agree on the appointment of an arbitrator, **we** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

### Statutory Regulations

- In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

### Proportionality

- Where an award of **damages** is the only legal remedy to a dispute and the cost of pursuing civil proceedings

is likely to exceed the value of any such award of **damages**, the most the **insurer** will pay in respect of legal costs is the value of the likely award of **damages**.

### Severability

- If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

### Acts of Parliament

- All references to Acts of Parliament in this **policy** shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

### Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting [www.coplus.co.uk/data-privacy-notice](http://www.coplus.co.uk/data-privacy-notice).

### Your Right to Cancel

Carole Nash Insurance Consultants Ltd will refund in full **your** premium if within 14 days of purchasing this insurance **you** decide that it does not meet **your** needs, providing that **you** have not reported or intending to report a claim.

### Cancellation

Once the 14 days has expired **you** may cancel this policy but no refund will be given.

### Making a Claim

The claims procedure outlined below is administered by Motorplus Limited. If **you** need to make a claim under section 2 or 3, please call 0333 241 9567.

If **you** need to make a claim under Section 1, please contact Carole Nash Insurance Consultants Ltd on 0800 298 5533.

Carole Nash Insurance Consultants Ltd will pass the details of **your** claim on to a solicitor.

### Legal Helpline

Carole Nash Legal Expenses includes access to Legal Helpline to give advice, 24 hours a day, 365 days a year, on any personal legal matter. **We** may record the calls to protect **you**. Legal Helpline Tel. No. 0333 241 9567. **We** agree to cover **you** under the terms and **conditions** of this **policy**.

## 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

Trafalgar House

110 Manchester Road

Altrincham

Cheshire

WA14 1NU

### If Your Complaint is in Relation to Motoring Legal Expenses Policy,

Please Write to:

Quality Assurance Team

Coplus

Floor 2

Norfolk Tower

48-52 Surrey Street

Norwich

NR1 3PA

Phone::0333 241 9580

Fax:01603 420 010

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

Website: [www.financial-ombudsman.org.uk](http://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](http://www.fscs.org.uk) or by calling 0800 678 1100 or 020 7741 4100.



**Carole Nash Insurance Consultants Limited**

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

Tel: 0800 298 5511

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