



Motor Legal Solutions

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Introduction to your policy

Thank you for choosing Tradex Insurance Legal Solutions insurance to operate alongside your motor insurance policy with us. The policy, together with your schedule sets out the insurance protection being provided in return for your premium. It also tells you how to make a claim and how to contact us.

It is essential that you read your Tradex motor insurance policy, schedule and certificate of motor insurance in conjunction with this Legal Solutions policy as they will operate together if you need to make a claim.

This policy is a legal contract which is based on the information you supplied when you applied for this insurance. We rely on that information when we decide what cover to provide and how much you will pay. It is therefore essential that all the information given to us is accurate and that you have not withheld any material facts. It is also important that you tell us immediately if there are any material changes in your circumstances or to the information already given. If you are not sure whether something is important, please tell us anyway as failure to do so may invalidate your insurance.

Please read all the documents carefully and keep them in a safe place. A copy of the policy is available on request. Please tell us immediately if you find any errors in any of the documents, so that we can make the necessary changes. If you require them in an alternative format such as large print, please contact us. You will see that certain words and phrases which have specific meanings have been defined and are in bold type throughout your policy. We recommend that you keep a copy or record of all information you give to us.

Stephen Endean, *Chief Executive Officer*

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Tradex Insurance Company Limited is authorised and regulated by the Financial Services Authority (No. 202917).
A member of the Motor Insurers' Bureau.
Registered in England and Wales No. 2983873

Definitions

*The words and phrases in **bold** have the same meaning wherever they appear other than where there is a more specific definition elsewhere in this **policy**.*

Any one claim and in all	The maximum amount the insurer will pay for a single claim or number of claims occurring during a single period of insurance .
Appointed advisor	The solicitor, barrister, advocate, accountant, specialist firm or any other advisor appointed by us to act on your behalf.
ATE	After the event.
Claim	<ul style="list-style-type: none"> a) For Insured Events 1 and 2 A legal action that you take against your opponent in the civil courts. b) For Insured Events 3 and 4 A claim or series of claims arising out of one occurrence or series of occurrences or attributable to a single original cause.
Compensator	Motor Insurers' Bureau (MIB), the Criminal Injuries Board or, where applicable, similar bodies in the territorial limits and any other country in which this policy is operative.
Conditional fee agreement	If a claim will be decided in a court in England and Wales, the separate enforceable conditional fee agreement within the meaning of sections 58 and 58A of the Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) between you and the appointed advisor relating to the payment of professional fees, the format and contents of which have been agreed by us before being entered into by you .
Endorsement	Any variation to the printed terms of this policy as shown in the schedule .
Period of insurance	The period stated in the schedule for which you have paid and we have accepted the premium.
Policy	This document and the schedule which together form this contract of insurance and in which any defined word or expression has the same meaning wherever it appears.
Policyholder	The business or person(s) named as the policyholder in the schedule .
Predictable Costs Scheme	<p>The scheme, which applies to road traffic accidents occurring in England and Wales where</p> <ul style="list-style-type: none"> a) personal injury damages exceed £1,000 b) the total value of the agreed damages does not exceed £10,000 c) the agreed damages are negotiated prior to the issue of proceedings d) the claim falls outside the jurisdiction of the small claims court.
Reasonable prospects of success	<p>Where the insurer considers that</p> <ul style="list-style-type: none"> a) In civil and criminal claims you have a greater than 50% chance of successfully pursuing or defending the claim and, where you seek damages or compensation, there is also a greater than 50% chance of any Judgment that might be obtained being enforced. b) In criminal prosecution claims where you plead guilty, there is a greater than 50% chance of successfully mitigating your sentence or fine.

- c) In all **claims** involving an appeal **you** have a greater than 50% chance of being successful.

Schedule

The document which gives the **policyholder's** details, the **period of insurance**, any **endorsements** applicable and the Insured Events in force.

Small claims court

A court in

- a) England, Wales and Northern Ireland that hears a **claim** falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999 or equivalent in Northern Ireland.
- b) Scotland that hears a **claim** where the damages sought are less than £3,000 and do not involve personal injury.

Spouse

The **policyholder's** husband, wife, civil partner (as defined in the Civil Partnership Act 2004) or someone **you** are living with as if married to them.

Territorial limits

- a) For Insured Events 1 and 2
The **United Kingdom** and any other country in which the **policyholder's** underlying **Tradex** motor policy is operative at the time of the Insured Event.
- b) For Insured Events 3 and 4
The **United Kingdom**.

Terrorism

An act or threatened act as set out in the Terrorism Act 2000 and which is

- a) carried out by any person or group(s) of persons whether acting alone, on behalf of or in connection with any organisation(s) or government(s)
- b) committed for political, religious, ideological or other similar purposes including the intention to influence any government and/or to intimidate the public or any section of the public and which involves serious violence, damage to property and/or disruption to or interference with an electronic system, risk to health or safety or which endangers life.

Tradex/we/us/our

Tradex Insurance Company Limited.

United Kingdom

Great Britain, Northern Ireland, Isle of Man and the Channel Islands.

Vehicle

- a) For Insured Events 1 and 2
Any vehicle specified in the certificate of motor insurance and/or schedule of the current underlying **Tradex** motor policy
- b) For Insured Events 3 and 4
Any motor vehicle
and any trailer, caravan or disabled vehicle attached to it.

You/your/insured

The **policyholder** and/or any persons

- a) permitted by the underlying current **Tradex** motor policy to drive, use or be in charge of the **vehicle**
- b) who, with the **policyholder's** permission, are passengers travelling in, on or getting into or out of the **vehicle**
and, where applicable, their personal legal representatives.

Important notice

Whilst this **policy** covers **your** own legal costs to pursue claims against negligent third parties, **your** opponent's costs and expenses are not covered. In the event of **our appointed advisor** recommending action against any negligent party to **you** and **we** approving such action, the **appointed advisor** will, where possible and on **your** behalf, arrange **ATE** insurance to protect **you** against costs claimed by **your** opponents in the event of **your** being unsuccessful in **your claim** against them. If the **claim** is successful, the cost of the **ATE** insurance for actions brought in England and Wales will be recoverable but the cost may not be recoverable elsewhere in the **United Kingdom**. The **appointed advisor** will discuss **your** options with **you**.

Warning If during, or at the end of a trial, it is proven that **you** have been dishonest, exaggerated or fraudulently presented any part of **your claim**, this **policy** will not operate and **you** will be liable for **our** costs and those of **your** opponent.

The cover

Following an Insured Event occurring in the **territorial limits**, **we** will pay **your** legal costs and expenses, including the cost of appeals, up to the limits stated for **any one claim and in all** provided always that

- i) the underlying **Tradex** motor policy is operative and, for Insured Events 1 and 2, a claim under that policy has not been refused
- ii) the **claim** always has **reasonable prospects of success**
- iii) any proceedings or hearings are dealt with by a court or another body agreed by **us** and in the **territorial limits**
- iv) **you** agree to use the **appointed advisor** nominated by **us**
 - a) in any **claim** falling under the jurisdiction of a **small claims court** and/or
 - b) prior to the issue of proceedings
- v) **you** enter into a **conditional fee agreement** with the **appointed advisor** if a **claim** under Insured Events 1, 2 and 4 falls outside the jurisdiction of the **small claims court** and is to be decided in a court in England and Wales

but excluding any claim where

- 1 *with good reason, the **appointed advisor** refuses to continue acting on **your** behalf*
- 2 ***you** refuse to accept a reasonable offer following **our** advice to do so*
- 3 ***you** withdraw or attempt to negotiate or settle the **claim** without **our** written agreement*
- 4 *legal costs and expenses are incurred without **our** written agreement*
- 5 *finer, penalties or compensation are payable by **you**.*

Insured Events

Your schedule will show which of the Insured Events is in force.

1 Uninsured Loss Recovery

We will pay up to £100,000 plus VAT to pursue a **claim** or legal action for negligence against an identifiable third party or a **compensator** where an event causes damage to the **vehicle** and/or personal property in or on the **vehicle**, attached caravan, disabled vehicle or trailer

but excluding any claim

- 1 arising from or relating to a contract or defending any action
- 2 under £250 for loss of or damage to the **vehicle** unless **we** are making a recovery under the underlying motor policy in which case the amount will be added to the **claim**
- 3 where **we** have refused the **claim** under the underlying motor insurance policy.

Special conditions

- i) **You** must not take any action to recover **your** uninsured losses until **you** hear from **us**.
- ii) If **we** believe the accident was not **your** fault, **our appointed advisor** will contact **you** to act on **your** behalf in relation to the recovery of **your** uninsured losses and to make provision for a replacement vehicle.

2 Personal Injury

We will pay up to £100,000 plus VAT to pursue a **claim** or legal action for negligence against an identifiable third party or a **compensator** where an event causes **you** injury whilst in, on or getting into or out of the **vehicle**

but excluding any claim

- 1 arising from or relating to a contract or defending any action
- 2 which is not covered by **your** underlying **Tradex** motor insurance policy.

3 Motoring Prosecutions

We will pay up to £10,000 plus VAT where a motoring prosecution is brought against **you**

excluding any prosecution brought for

- 1 driving without insurance or a valid licence
- 2 parking offences
- 3 an offence under Sections 4, 5, 6 and 7 of the Road Traffic Act 1998 or any subsequent or amending legislation.

4 Contract

We will pay up to £25,000 plus VAT where a dispute arises out of an agreement or alleged agreement entered into by **you** in respect of a motor vehicle

excluding any agreement for

- 1 a loan, credit, hire purchase, self-drive hire, policy of insurance or any other financial product
- 2 relating to **your** profession, employment or a venture for gain other than where the **policyholder** is the business specified in schedule of the underlying **Tradex** motor insurance policy.

Exclusions

This policy does not cover

- 1 *War, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.*
- 2 ***Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or action taken in controlling, preventing, suppressing or in any way relating to the act of **terrorism**. If **we** allege that there is no cover under this **policy**, the burden of proving to the contrary will be **yours**.*
- 3 *Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.*
- 4 *The radioactive, toxic, explosive or other hazardous properties of any nuclear explosive assembly or nuclear component of such assembly.*
- 5 *Pressure waves resulting from aircraft or other aerial devices travelling at sonic or supersonic speeds.*
- 6 *Any corrupting, harmful or otherwise unauthorised instruction or code (whether introduced maliciously through programming or otherwise) that propagates itself via a computer system or any type of network including, but not limited to, Trojan horses, worms and time or logic bombs.*
- 7 *Any **claim** arising out of circumstances which occurred before the inception of this **policy** and which **you** knew or ought reasonably to have known could give rise to a **claim**.*
- 8 *Deliberate criminal acts or omissions.*
- 9 *Legal proceedings between any persons insured by this **policy**.*
- 10 *Disputes between **you** and **us**.*
- 11 *Legal costs and expenses covered by another insurance policy.*
- 12 *The deliberate, conscious, intentional or careless disregard by **you** of the need to take all reasonable steps to avoid, prevent and/or limit a **claim**.*
- 13 *Any VAT **you** can recover from elsewhere.*
- 14 *An application for a judicial review.*
- 15 *Any **claim** or counter **claim** made against **you** by **your** opponent(s).*

Conditions

*Failure to follow any of these Conditions may lead **us** to cancel this **policy**, refuse a **claim** or withdraw from an ongoing **claim**. Should this occur, **we** also reserve the right to recover any incurred legal costs and expenses from **you**.*

1 Your Responsibilities

You must

- i) co-operate fully with the **appointed advisor** and **us**, give the **appointed advisor** any instructions **we** require and keep the **appointed advisor** updated with progress of the **claim**
- ii) not negotiate or settle the **claim** or agree to pay any legal costs and expenses incurred without **our** agreement.

2 The Appointed Advisor

- i) If **we** agree to start legal proceedings and the court requires any representative to be legally qualified or there is a conflict of interest, **you** may choose a suitably qualified **appointed advisor**. *Your right to choose will not apply to **small claims court claims** unless there is a conflict of interest.*

- ii) As set out in 2i) above, **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** will choose the **appointed advisor**.
- iii) Where **you** wish to exercise the right to choose, **you** should write to **us** with **your** nominated advisor's name and address. **Your** chosen **appointed advisor** must agree to act under **our** standard terms of business and co-operate with **us** at all times.
- iv) **We** may, in exceptional circumstances, refuse to accept **your** nomination of an **appointed advisor**. If this leads to a disagreement, **we** will appoint another suitably qualified person to decide the matter.
- v) Cover will end immediately if
 - a) with good reason, the **appointed advisor** refuses to continue acting for **you**
 - b) **you** dismiss the **appointed advisor** without good reason
 - c) **you** withdraw from the **claim** without **our** written agreement unless **we** agree to appoint another **appointed advisor**.
- vi) The **appointed advisor** must enter into a **conditional fee agreement** with **you** if a **claim** under Insured Events 1, 2 and 4 will be decided by a court in England and Wales and falls outside the jurisdiction of the **small claims court**.
- vii) In the event that **we** need to issue proceedings in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, **we** reserve the right to change **our** nominated **appointed advisor** to a locally **appointed advisor**.
- viii) During the course of the relationship with **our appointed advisor**, **we** may, for particular types of **claim**, receive a fee from them. This fee (if it does apply), is a separate arrangement between **us** and the **appointed advisor** and will never compromise **you** or **your claim**.

3 Misleading or fraudulent claims, statements and information

We have the right to refuse to pay a **claim**, cancel or avoid this **policy** and retain any premium paid if any

- i) **claim** or statement made by **you** or anyone acting on **your** behalf is in any way fraudulent, deliberately false, intentionally inflated or exaggerated
- ii) documents given to **us** are false, forged or stolen
- iii) information given to **us** is inaccurate or falsified
- iv) material facts have been withheld.

We may, in addition

- a) cancel all other policies **you** have with **us**
- b) retain any premiums **you** have paid
- c) seek to recover from **you** any costs **we** have incurred.

4 Counsel's Opinion

We may require **you** to obtain and pay for an opinion from counsel regarding the merits or value of the **claim**. If the opinion supports **your claim**, **we** will pay for the opinion.

5 Claims Procedure

- i) **Tradex** operates a 09:00 to 5:00pm (Monday – Friday) claims reporting service on **0845 373 1300**. Outside of these hours **you** can report a **claim** via **our** website at **www.tradex.com** or email **us** at **claims@tradex.com**.
- ii) Any **claim** must be reported to **us**
 - a) during the **period of insurance**
 - b) immediately **you** become aware of circumstances which may give rise to a **claim**.
- iii) Under no circumstances should **you** instruct **your** own **appointed advisor** as **we** will not pay the costs incurred and it could invalidate **your** cover.
- iv) **We** will require details of any accident including the names and addresses of all parties involved as well as any witnesses.

6 Cooling off period

We hope you are happy with your policy but if you are not and decide not to proceed, you have 14 days from the date you receive your policy to cancel. Any refund given will be subject to a charge for the period that cover has been in force plus reasonable administration charges unless a claim has been made or an incident which may give rise to a claim has occurred in which case the full annual premium remains payable and no refund will be allowed.

7 Cancellation after the cooling off period

You may cancel this policy by giving us written instructions. No refund of premium will be allowed. In addition, if you cancel the underlying Tradex motor policy, this policy will be cancelled at the same time.

We may cancel this policy by sending you 7 days notice by recorded delivery letter to the address shown in your schedule or, if different, your last known address. You may be entitled to a pro-rata refund of premium unless a claim has been made or an incident which may give rise to a claim has occurred.

8 Contracts (Rights of Third Parties) Act

No person, persons or business not party to this contract has any right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent or amending legislation to enforce any terms and conditions of this policy. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

9 Data Protection Act

Any information and data provided to us for the purpose of providing insurance and handling claims will be processed in compliance with the provisions of the Data Protection Act 1998 and may necessitate the providing of such information to third parties. The fact that this policy is operative signifies your consent to the information and data being used in this way.

10 Applicable law

You and we are free to choose the law applicable to this contract but, in the absence of any written agreement to the contrary, any dispute concerning the interpretation of this contract will be governed and construed in accordance with English law and will be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

11 Acts of Parliament

All Acts of Parliament and regulations referred to in this policy include any subsequent or amending legislation as well as equivalent legislation enacted elsewhere in the United Kingdom.

12 Jurisdiction

This policy is governed by the laws of the United Kingdom except where proceedings are brought or judgement is obtained against you in a court outside the United Kingdom provided that we have extended your underlying Tradex motor policy to cover the use of the vehicle in that foreign country.

Complaints

We aim to provide the highest service standards at all times however, if for any reason **you** are not satisfied, **we** would like to hear from **you**. The procedure which follows has been put in place to ensure that **your** concerns are dealt with promptly and fairly. Please remember to quote **your** name as shown on the current **schedule** as well as the **policy** number in all correspondence and telephone calls.

In the first instance, **we** would encourage **you** to notify **your** usual contact and ask for **your** **complaint** to be investigated. Alternatively, please telephone or write to **our** Compliance Officer at Victory House, Selsdon Way, London E14 9GL. Telephone: 020 7001 9200

If **we** cannot resolve **your** complaint immediately, **we** will acknowledge it within 5 working days. It will then be investigated. **Our** aim is to finally resolve the complaint within 8 weeks. If the complaint cannot be resolved in this time **we** will inform **you** and give reasons for the further delay and indicate when **we** expect to give a final response.

However, should **you** still be dissatisfied at the end of this process, **you** may be entitled to contact the Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Telephone: 020 7964 1000

Website: www.financial-ombudsman.org.uk

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not and **your** right to take legal action is not affected.

Financial Services Compensation Scheme

Tradex is covered by the Financial Services Compensation Scheme (FSCS) which protects you in the unlikely event that it is financially unable to pay claims made against it. For all non compulsory insurances, the FSCS will meet a maximum of 90% of any claim for compensation. There is no upper limit. Full details of the scheme can be obtained from FSCS website www.fscs.org.uk or by writing to Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.



TRADEX [insurance.co.uk](https://www.tradexinsurance.co.uk)

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