

ACCIDENT MANAGEMENT AND MOTOR LEGAL EXPENSE INSURANCE POLICY WORDING **Provided by RVM Auto Assist Limited**

It is preferred that you contact OUR claims department BEFORE speaking with your Insurance Company to validate this Insurance Policy

Service Principals

At all stages we will:

1. Respond promptly and explain how your claim will be handled and what you need to do.
2. Give you reasonable guidance to help you make a claim.
3. Reply to your letters within 10 working days
4. Handle complaints fairly and promptly.

Benefits of Using our ACCIDENT MANAGEMENT CLAIMS SERVICE

- Direct contact with a claims technician with no telephone queuing or automated answering service.
- Receive £100,000 motor legal expense protection against legal costs associated with the recovery of uninsured losses.
- Access to a personal injury claim insurance cover at nil cost to you (subject to criteria)
- Provide credit Hire and Repair services in the event of a non-fault accident (terms and conditions apply) under a National agreement with the Association of British Insurers.
- Appoint specialist Solicitors to pursue a claim for Personal Injury Compensation (selection criteria needs to be achieved and personal injury policy issued) and recover any of your uninsured losses such as:
 - Policy excess
 - Loss of earnings
 - Repair costs
 - Replacement vehicle costs

MASTER POLICY OF MOTOR LEGAL EXPENSES INSURANCE

Motor Legal Expenses Insurance arranged by RVM Auto Assist Ltd on behalf of: Elite Insurance Company Limited Registered in Gibraltar no 91111 Address 913 Europort Gibraltar

RVM Auto Assist Ltd and Elite Insurance Company Limited, are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234

In return for the payment by the Insured of the premium payable for this policy of insurance We will provide before the event legal expenses insurance on the terms set out below.

1. DEFINITIONS

Civil claim -A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made

Condition -An obligation which You must perform. If a Condition is not performed by You We will not be under any liability to pay You anything under the terms of this policy
Defendant's costs - Legal costs and expenses the Insured or Insured person may become liable to pay to another party in making a Civil claim covered by this policy against that other party

Insured - The person named in the Schedule to this policy

Insurer – Elite Insurance Company Limited

Insured person - Any authorised driver or occupant of the Insured vehicle including the passenger

Insured vehicle (s) - The vehicles identified as the Insured vehicle (s) in the schedule to this policy or any other vehicle which We may, after receiving a written request from You, accept in substitution for that vehicle.

Legal advice -Advice given by a firm of solicitors or counsel

Legal proceedings - A claim for damages or compensation pursued in a court of law within the United Kingdom of Great Britain and Northern Ireland

Maximum amount -The total amount stated in the Schedule to this policy that We will be liable to pay in aggregate for Your costs and Defendant's costs for any and, if more than one, all claims made under this policy

Period of cover -The period stated in the Schedule to this policy

Reasonable prospect of success - A prospect in excess of 50% of obtaining the payment of damages or compensation from another party

Small claim -A claim for damages or compensation which is or may if Legal proceedings are issued be allocated to the Small claims jurisdiction of the courts of the United Kingdom of Great Britain and Northern Ireland

We, Our, Us – RVM Auto Assist Ltd as agents for the underwriters

You, Your - The person named as the Insured in the Schedule to this policy or an Insured person

Your claim - A claim by You falling within cover section 2 below

Your costs - Legal costs and expenses reasonably incurred by the Insured or Insured person in a claim falling within cover section 2 below

2. COVER

Save as excluded below We will pay as follows: -

- 2.1. Motor Uninsured Loss Recovery Your costs of any Civil claim for damages or compensation for damage (excluding personal injury) sustained by You in a road traffic accident and /or uninsured losses incurred, within the United Kingdom of Great Britain and Northern Ireland, where Your cause of action occurred during the Period of cover stated in the Schedule to this policy
- 2.2. The Defendant's costs of any claim covered under cover section above which You may become liable to pay

3. WHAT IS NOT COVERED ON THIS POLICY

We will not pay: -Your costs and/or Defendant's costs

- 3.1. Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance
- 3.2. Which would if this policy were not in force be covered by another policy of insurance
- 3.3. Incurred before We have received a claim form from You
- 3.4. In aggregate in excess of the Maximum amount
- 3.5. Where Your claim does not have a Reasonable prospect of success
- 3.6. Incurred after You or We have received Legal advice to accept a proposal, Part 36 offer or Part 36 payment made in settlement of Your claim or Legal advice not to pursue or continue to pursue Your claim by Legal proceedings
- 3.7. Incurred after We have told You that We consider Your claim should be pursued by means other than by Legal proceedings
- 3.8. Of any appeal made without Our consent in writing
- 3.9. Of any appeal incurred after You have received Legal advice that the appeal does not have a Reasonable prospect of success
- 3.10. Where You have failed to comply with a Condition of this policy
- 3.11. Where the firm of solicitors instructed to act on Your behalf refuse to continue to act on Your behalf or represent You
- 3.12. Where You without a good reason instruct the firm of solicitors instructed to act on Your behalf to cease acting on Your behalf or representing You
- 3.13. For claims which arise from a criminal act or omission
- 3.14. For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action
- 3.15. For any insured incidents which;
 - occurred outside the United Kingdom of Great Britain and Northern Ireland
 - did not occur during the Period of cover stated in the Schedule to this policy
- 3.16. For any claims caused by, contributed to by or arising from:
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed
- 3.17. Any sum You are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings
- 3.18. In relation to a claim for the loss or damage of any goods being carried in the Insured vehicle where a claim under this policy arises out of the use of the Insured vehicle for commercial purposes
- 3.19. In relation to a claim for any personal injuries suffered by the driver of the Insured vehicle against the drivers employer where the employer is also the Insured
- 3.20. Prosecutions which allege dishonesty or violence
- 3.21. Prosecutions resulting from drink or drug related or parking offences
- 3.22. Claims against RVM or the Insurer
- 3.23. Any claim relating to a road traffic accident which happens during a race rally or competition
- 3.24. Any claim relating to an accident caused by faults in the Insured vehicle or faulty, incomplete or incorrect service maintenance or repair of the Insured vehicle

4.CONDITIONS

You must comply with the following obligations each of which is a Condition of this policy

- 4.1. ensure that the event involving the use of the Insured vehicle/s giving rise to a claim under this policy is covered by a policy of compulsory insurance complying with the requirements of s.143 and s.145 to s.147 of the Road Traffic Act 1988 which is known to be on risk and indemnity has not been repudiated nor refused by the insurer issuing the policy
- 4.2. ensure that We receive notification of any event which may give rise to any claim under this policy as soon as reasonably possible
- 4.3. ensure that We receive a claim form for any claim under this policy not later than 180 days after the event giving rise to Your claim

- 4.4. provide any information reasonably requested by us or the firm of solicitors instructed on Your behalf within a reasonable time
- 4.5. take all reasonable steps to minimise Your costs or Defendant's costs which We may be liable to pay under the terms of this policy
- 4.6. ensure that the firm of solicitors instructed on Your behalf fulfil the Solicitors' obligations set out below
- 4.7. ensure any claim You make is an honest claim and not one which is false or fraudulent
- 4.8. ensure that Your claim is not prejudiced by any action or inaction on Your part

5. CLAIMS PROCESS

RVM Auto Assist Ltd and Elite Insurance Company Limited are an insurers agent and in the event of a claim act on behalf of the insurer. Please report Your claim by telephoning 0870 400 2300 or the Sales Agent who arranged cover for You

In the performance of Our obligation to pay You under the terms of this policy-

- 5.1. You must supply Us with a full details of the incident by means of a complete and truthful report of the facts giving rise to Your claim, details of any potential witnesses, any documentary evidence in support of Your claim and details of any policy of insurance covering any person against whom You wish to pursue Your claim. We will make a preliminary assessment of the merits of Your claim. If We decide that Your claim appears to have a Reasonable prospect of success We will appoint a firm of solicitors selected by Us to act on Your behalf in Your claim
- 5.2. If We consider it unlikely a reasonable settlement will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit or decide Your claim does not appear to have a Reasonable prospect of success We will tell You in writing. If You accept Our advice, Your entitlement to payment from Us under this policy for that claim is at an end and We will be discharged from any liability to You in respect of that claim
- 5.3. If You do not accept Our advice We will instruct a firm of solicitors selected by Us to advise You and Us whether Your claim has a Reasonable prospect of success. If the solicitors instructed advise that there is no Reasonable prospect of success in Your claim We will not be liable to pay You anything under the terms of this policy for that claim. If the solicitors instructed advise that there is a Reasonable prospect of success We will appoint the solicitors to act on Your behalf in the pursuit of Your claim
- 5.4. When We appoint a firm of solicitors to act on Your behalf We will tell You in writing. The solicitors We have appointed will require You to enter into an agreement with them under which they will act on Your behalf
- 5.5. If You do not accept the firm of solicitors selected by Us to act on Your behalf You must notify Us in writing of the firm of solicitors You wish to instruct to act on Your behalf. We will accept the instruction of Your chosen solicitors provided they are prepared to accept instructions to act on Your behalf on the same basis as the firm We selected for You
- 5.6. If the firm of solicitors instructed to act on Your behalf refuse to continue to act on Your behalf, or You without a good reason instruct the firm of solicitors to cease acting on Your behalf We will not pay You anything under the terms of this policy and Our liability under this policy for that claim shall cease forthwith
- 5.7. We may appoint another firm of solicitors to act on Your behalf or permit You to instruct another firm of solicitors to act on Your behalf if We consider that it is reasonable to do so
- 5.8. Where a firm of solicitors are appointed to act on Your behalf by Us We appoint them in the performance of Our obligations under the terms of this policy and not as an agent for You
- 5.9. Where a firm of solicitors are instructed to act on Your behalf You and We will require them to comply with the Solicitors' obligations set out below
- 5.10. We may require counsel to advise whether in all the circumstances of Your claim, including the commercial merits of Your claim, a proposal, Part 36 offer or Part 36 payment made in settlement of Your claim should be accepted or whether Your claim should be pursued or continue to be pursued by Legal proceedings
- 5.11.

If We reasonably consider that Your claim should be pursued by some means other than by Legal proceedings we will tell You in writing

6.SOLICITORS' OBLIGATIONS

Your solicitors must

- 6.1. Provide You and Us with a reasoned assessment in writing of the prospects of success in Your claim and an estimate of the likely costs of pursuing Your claim as soon as reasonably practicable and in any event within 28 days of accepting instructions to act on Your behalf
- 6.2. Notify You and Us immediately in writing of any proposal made in settlement of Your claim or any Part 36 offer or Part 36 payment made in respect of Your claim together with their advice as to whether the proposal, Part 36 offer or Part 36 payment should be accepted
- 6.3. Notify You and Us immediately in writing of any change in their assessment of the prospects of success in Your claim
- 6.4. Provide Us with such information as We may reasonably require from time to time about the progress of Your claim
- 6.5. Provide Us with a written report at 6 monthly intervals from the date instructions to act on Your behalf were accepted by them as to the progress of Your claim and any change in the prospects of success in Your claim or the likely cost of pursuing Your claim
- 6.6. Deal with Your claim in such manner as We reasonably require from time to time
- 6.7. Obtain Our consent in writing before undertaking any of the following issuing Legal proceedings on Your behalf instructing counsel, leading counsel or an expert witness on Your behalf making an appeal against any order of the court made in Legal proceedings issued on Your behalf withdrawing, discontinuing or settling Your claim in a way which may give rise to a liability on Our part to pay Defendant's costs under this policy entering into any agreement as to the amount of or liability to pay Defendant's costs entering into any form of alternative dispute resolution incurring any disbursement likely to exceed £500 or more (exclusive of Vat)
- 6.8. Use their best endeavours to obtain payment of Your costs or Defendant's costs from any other party who may be liable to pay those costs
- 6.9. Repay to Us any costs We have paid in the pursuit of Your claim which may be recovered from any other party
- 6.10. Notify You and Us immediately in writing of any proposal made in settlement of Your claim together with their advice as to whether the proposal should be accepted
- 6.11. Use their best endeavours to obtain payment of Your costs from any other party who may be liable to pay those costs
- 6.12.

If required to do so by Us, procure an assessment by the court or an appropriate professional body of the amount properly payable to the solicitors for Your costs

7.CANCELLATION

We hope You are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with Your requirements, please return it within 14 fourteen days of issue We will refund Your premium

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance

This policy is not transferable and no premium or portion of a premium paid by You is in any circumstance refundable after the 14 day period referred to above

8. GENERAL

- 8.1. You will take all reasonable steps to minimise Your costs or Defendant's costs which we may be liable to pay under the terms of this policy
- 8.2. You will at all times co-operate with Us and with the solicitors instructed on Your behalf
- 8.3. any dispute between You and Us which We cannot resolve between us shall be determined by an arbitration by an arbitrator appointed by You and by Us together. If we cannot agree on the arbitrator to be appointed You or We can ask the Chairman of the Bar Council to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the Arbitration Acts then in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party

8.4. the rights and obligations of an Insured passenger under this policy shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999

8.5. this policy is governed by the laws of England and Wales

9.COMPLAINTS PROCEDURE

It is the intention to give You the best possible service but if You do have any questions or concerns about this Insurance or the handling of a claim You should in the first instance contact the RVM Auto Assist Ltd or the Sales Agent who arranged cover for you Customer.

The contact details for RVM Auto Assist are:

RVM Auto Assist Ltd, Westbourne House, 60 Bagley Lane, Farlsey, Leeds LS28 5LY Telephone: 0870 400 2300 In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:

The Claims Manager, Elite Insurance Company Newton Chambers Newton Business Park Isaac Newton Way Grantham NG319T, If it is not possible to reach an agreement, You have the right to make an appeal to the

Financial Ombudsman Service. This also applies if You are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London E14 9SR Tel; 0845 080 1800 This does not affect Your statutory rights

10. COMPENSATION SCHEME

Elite Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.

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www.rvmautoassist.co.uk