



### Prestige Response Complete Accident Care Policy Summary

Some important facts about your Complete Accident Care insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your Policy Schedule.

Insurer : Groupama Insurance Company Limited, Groupama House,24-26 Minorities, London. EC3N 1DE

Coverholder : Composite Legal Expenses Limited, Suffolk House, Trade Street, Cardiff CF10 5DT.

Your cover is valid for one year.

Significant Features and Benefits	Significant and unusual exclusions or limitations	Relevant section in the policy document
<p><b>Legal Expenses Cover</b></p> <p>This policy covers legal and professional fees, costs and expenses up to £75,000 in connection with legal proceedings in respect of any of the following insured incidents:</p> <ol style="list-style-type: none"> <li>We will pursue the recovery of uninsured losses with legal fees cover up to £75,000 per incident following road accidents.</li> <li>We will pay legal costs in defending a criminal prosecution brought against you as a result of a driving offence where your driving licence is at risk of being revoked or suspended</li> <li>We will pay legal costs in defending any claim arising out of the sale, purchase, HP or lease of the vehicle or the testing, servicing or repair of the vehicle providing always that the value of the contract in dispute exceeds £500</li> <li>Wherever possible in non-fault accidents we will provide replacement cars on a credit hire basis and also a credit repair service</li> </ol>	<p>The policy does not cover:</p> <ul style="list-style-type: none"> <li>Legal Costs incurred as a result of Legal Proceedings arising out of an Insured Incident which occurred outside the Period of Insurance.</li> <li>Claims where you take action without first obtaining our agreement or cause delay or fail to give reasonable assistance to us</li> <li>Claims which have not been made by submitting to us Our Claim Form duly completed and signed within 30 days of the occurrence of the Insured Incident.</li> <li>Legal Costs, expenses, fines or other penalties you are order to pay by a Court of criminal jurisdiction.</li> <li>Claims made by You against any authorised passenger in the Insured Vehicle. Also claims for passengers where there is a conflict of interest between You or the authorised driver and any other passenger(s).</li> <li>Any claim where You:               <ol style="list-style-type: none"> <li>Take action without first obtaining Our written consent or that of the Authorised Representative</li> <li>Cause delay or fail to give reasonable assistance to Us or the Authorised Representative</li> </ol> </li> <li>Under Insured incident 3 either the first £150 of Legal Costs or Legal Costs in excess of £1,000 in respect of each claim</li> <li>You should take reasonable steps to minimise any amount of Your claim and attempt to prevent any event which may cause a claim. You should also obtain Our consent in writing to pay Legal Costs</li> </ul>	<p>Terms and conditions of policy</p>
<p><b>Helpline</b></p> <p>We provide a 24 hour, seven days a week helpline service.</p>		<p>Terms and conditions of policy</p>
<p><b>Legal Advice Service</b></p> <p>We will give you confidential legal advice over the phone on any personal legal problem, under the laws of the United Kingdom.</p>		<p>Terms and conditions of policy</p>

We hope that you will be happy with your insurance policy. If not, please contact us (or the intermediary or organisation that arranged this insurance on your behalf). If you decide not to proceed with this insurance you should return the Policy Documents within 14 days of receipt.

Providing a claim has not been made and so long as no incidents have arisen that could result in a claim under the policy, we will refund any premium you have paid.

### Making a Claim

Call the Claims Department on 0844 4140601

The following information will be required:

- Policy reference as above.
- Your name and address.
- The type of insured problem you are experiencing

### Complaints Procedure

If you are not satisfied with any aspect of this policy or our service, you should write to: The Managing Director Composite Legal Expenses Limited, Suffolk House, Trade Street, Cardiff CF10 5DT.

If your concern or issue cannot be settled you may be entitled to refer it to the Financial Ombudsman Service.

If you wish to put your complaint direct to the insurer, their address is Groupama Insurance Company Limited, Groupama House,24-26 Minorities,London. EC3N 1DE Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if it is unable to meet its obligations. Full details are available from FSCS.



prestigeresponse

# Complete Accident Care

**Policyholder:** Prestige Response

**Insured:** Members of Prestige Response as declared to The Coverholder

**Policy No:** CAC/1402PR/Prestige Response

**Period of Insurance:** 01/01/2008 to 31/12/2008 and for any further periods for which the Coverholder agrees to accept the premium

**Date of issue:** 01/01/2008

**Underwritten By - Groupama Insurance Co Ltd**  
24 – 26 Minories, London EC3N 1DE.

**Coverholder - Composite Legal Expenses**  
Suffolk House, Trade Street, Cardiff CF10 5DT

## Definitions

### We, Us, Our

The Underwriters of this Insurance and/or Coverholder acting on their behalf.

### You, Your

The person to whom this Policy has been issued and who has paid the appropriate Premium, his or her spouse, their children under the age of 21 and parents normally resident.

### Sales agent

The Retail Agent appointed by Us to transact this Insurance with You.

### Insured Vehicle

Any motor vehicle that you own or for which you are legally responsible including any caravan or trailer properly constructed to be towed by such vehicle and which is attached to it by normal means of towing and for which the appropriate premium has been paid including bicycles that You own or for which You are legally responsible and which are permitted to use the public highway.

### Authorised Representative

A solicitor, counsel, or claims handler appointed under the terms and conditions of this Policy to represent your interests.

### Legal Costs

Any irrecoverable fees, expenses and other disbursements reasonably and properly incurred by the Authorised Representative with our prior written authority in connection with any claim or legal proceedings by or against you provided that, in any case, such fees, expenses or other disbursements shall not exceed such amounts as would be allowed on an inter partes taxation conducted on the standard basis pursuant to Order 62 of the Rules of the Supreme Court or Order 39 of the County Court Rules or, subject to the terms, conditions and exclusions contained in this policy, the costs incurred by the other party or parties which you are ordered to pay by any Court or which are payable by you under the terms of a settlement approved in writing by us or which became payable by You as a result of You discontinuing proceedings with Our consent.

### Limit of indemnity

£75,000 per Insured Incident including incidents related by time or cause after aggregation of the Legal Costs incurred by You and the Legal Costs of any other party or parties for which We are liable under the terms of this Policy.

### Period of Insurance

The period of Insurance shown in the schedule of this policy.

### Injury

Bodily injury to or death disease or illness of any person.

### Insured Incident

An event causing loss or damage to an Insured Vehicle or Injury to You whilst You are travelling in, on, mounting or dismounting an Insured Vehicle which occurs within the Territorial Limits and where the loss or damage is caused by a third party mechanically propelled vehicle as defined in part (vi) of the Road Traffic Act 1988.

### Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Austria, Belgium, Denmark, Finland, France, Federal Republic of Germany, Greece, Republic of Ireland, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden and Switzerland.

### Agreement

We and You agree that this Policy (including any Schedule Issued in substitution) and any memoranda are to be considered as one document and any word or expression which has been defined herein shall have the same meaning wherever it appears. The proposal or any information supplied by You shall be incorporated into this Policy.

We will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance and any subsequent period for which you shall pay and we shall agree to accept the premium.

### Cover

1. Subject to the terms, conditions and exclusions of this Policy We will pay Your Legal Costs which arise from Your use of an Insured Vehicle during the Period of Insurance and claims made by or against You during the Period of Insurance and which relate to the pursuit by You of legal rights to obtain a remedy or to recover damages from a third party or parties on consequence of an Insured Incident in which the Insured Vehicle has been involved provided such Legal Costs do not exceed the Limit of Indemnity.

2. Subject to the terms, conditions and exclusions of this policy we will pay the Legal Costs incurred in;

- a) Defending a criminal prosecution brought against You as a result of a driving offence where Your driving licence is at risk of being revoked or suspended or  
In the pursuit or defence of any claim arising out of:
  - i) The sale, purchase, hire purchase or lease of the Insured Vehicle or
  - ii) The testing, servicing or repair of the Insured Vehicle providing always that the value of the contract in dispute exceeds £500 and provided that under paragraphs 2(a) and (b) we shall not be liable to pay either the first £150 of Legal Costs or an Legal Costs in excess of £1,000 in respect of each claim.
- b)

### Exclusions

This insurance does not cover

1. Legal Costs incurred as a result of Legal Proceedings arising out of an Insured Incident which occurred outside the Period of Insurance.
2. Claims which have not been made by submitting to Us Our Claim Form duly completed and signed within 30 days of the occurrence of the Insured Incident.
3. Legal Costs including costs of appeals which are incurred without Our written consent and agreement and in any event all such costs and expenses incurred prior to notification of the relevant claim to Us.
4. Legal Costs, expenses, fines or other penalties You are order to pay by a Court of criminal jurisdiction.
5. Claims arising out of the use of the Insured Vehicle by You for racing, rallies, trials or competitions of any kind.
6. Claims arising out of an Insured Incident arising out of Your deliberate act or omission.
7. Any claim where, when in control of the Insured Vehicle You did not have possession of both a valid driving licence and certificate of insurance.
8. Any claim where the Insured Vehicle was not in a roadworthy condition or did not have a valid MOT Certificate where applicable.
9. Any claim where loss or damage was caused by the mechanical failure of the Insured Vehicle.
10. The Defence of any claim or legal proceedings made or brought against You arising from injury or loss or destruction of or damage to any property provided that this exclusion shall not apply to clause 2(a) and (b) of the Section headed Cover.
11. Any claim or legal proceedings made commenced or brought against You outside the Territorial Limits.
12. Any act, omission or any claim commenced which relates to an incident which occurred outside the Period of Insurance
13. Any claim under paragraph 2(a) under The Section headed **Cover** of this Policy where You at the time of the claim or legal proceedings have 6 or more penalty points (as defined by the Road Traffic Offenders Act 1988) or any claim where you have no reasonable prospects of successfully defending such a Criminal Prosecution or any claim relating to a parking or non-endorseable offence or fined penalty offence where your licence is not under threat of suspension.
14. The defence of any criminal prosecution under Section 6 (i) of the Road Traffic Act 1988 where You have failed to provide the

- appropriate authorities with a breath test of a blood or urine sample as legally required or if Your breath, blood or urine alcohol level is found to be more than double the level permitted by law.
15. Claims made by You against any authorised passenger in the Insured Vehicle.
  16. Claims for passengers where there is a conflict of interest between You or the authorised driver and any other passenger(s).
  17. Legal Costs in respect of the defence of a claim or counterclaim from a third party where Your own motor insurers refuse to become involved or act solely for reasons of quantum in which case we may instruct solicitors to act but you will be personally responsible for all costs arising from the action which would otherwise have fallen upon your insurers
  18. Claim where You:
    - a) Take action without first obtaining Our written consent or that of the Authorised Representative
    - b) Cause delay or fail to give reasonable assistance to us or the Authorised Representative.
  19. Claims arising from;
    - a) Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - b) Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
    - c) Riot civil commotion war invasion acts of foreign enemies hostilities (whether war be declared or not), civil war rebellion revolution insurrection military or use of power or confiscation nationalisation requisition destruction or damage to property by or under the order of any government.
  20. Any claim where We or the Authorised Representative deem there are no reasonable prospects of success.

#### Conditions

##### 1. You must:

- a) Observe and perform the terms and conditions of this Policy.
- b) Take reasonable steps to minimise any amount of Your claim and attempt to prevent any event which may cause a claim.
- c) Notify us in writing forthwith of any event which has given or may give rise to a claim or legal proceedings involving You and You must send to Us Our Claim Form duly completed and signed by You within 30 days of the Insured Incident. In default we shall not be liable to indemnify you in respect of Legal Costs.
- d) Send all letters, notices and communications regarding any claim made to Us at Our declared address without delay.
- e) Assist Us fully and give Us full details of any claims and provide Us with all information We reasonably request.
- f) Obtain Our consent in writing to pay Legal Costs which consent will not be given unless you can satisfy Us that:-
  - i) There are reasonable prospects for the recovery of damages or other remedy or for a successful defence.
  - ii) The indemnity of the responsible person is known by You
  - or
  - iii) It is reasonable for Legal Costs to be provided in the particular case

##### 2. We can:

- a) Take over and conduct in Your name any claim or the defence of any claim at anytime
- b) Attempt to make a fair settlement before the Authorised Representative is instructed or legal proceeding issued.
- c) Take proceedings for Our own benefit but in Your name to recover any payment We have made under this Policy.
- d) If We consider it appropriate to do so appoint a claims handler to act as your Authorised Representative rather than a solicitor. However if We consider legal proceedings are appropriate you have a right to nominate a Solicitor to act for you by immediately providing Us with the name and address of the nominated Solicitor in writing. We may refuse this nomination in exceptional circumstances and if We do refuse the nomination you shall have the right to arbitration as provided in this Policy.
- e) If We consider it appropriate or necessary appoint an Authorised Representative before Your nomination is known to us.
- f) Any Authorised Representative will be appointed by Us in Your name and on Your behalf.

3. In the event that You appoint the Authorised Representative. You must ensure that the Authorised Representative is aware of the conditions of this policy and the Limit of Indemnity.

4. We shall be under no liability to You howsoever arising in respect of anything said or done or omitted to be said or done with respect to the appointment of any Authorised Representative and you will indemnify Us against any such liability.

##### 5. You must;

- a) Give such instructions to the Authorised Representative as We reasonably require and fully co-operate with both Us and

the Authorised Representative in all respects keeping him and Us fully advised of all developments in the claim.

- b) Tell us at once of all offers to settle the claim. No offer of settlement or negotiation of the same can be made without Our agreement in writing.
  - c) If requested instruct the Authorised Representative to have Legal Costs taxed by the Court or certified by the appropriate Law Society as appropriate.
  - d) Take all steps possible to recover any Legal Costs We have paid and pay any such amounts recovered to Us.
6. We are entitled to obtain from the Authorised Representative any information, document or advice relating to a claim or legal proceedings whether or not privileged. On request You will give any instruction as necessary to ensure such access. If the Authorised Representative refuses to grant such access however We shall have the right to refuse to pay Legal Expenses.
  7. You must not without Our written consent enter into any agreement with the Authorised Representative as to payment of your costs. Any consent given may be withdrawn at anytime.
  8. If You are declared bankrupt or go into liquidation or appoint or have a receiver appointed We may withdraw Our support of any claim or legal proceedings.
  9. If You discriminate or abandon legal proceedings without both Our consent and the Authorised Representative's written advice that proceedings should be either discontinued or abandoned We will be entitled to be reimbursed by You the amount of any Legal Costs which We have paid or may become liable to pay.
  10. At Our discretion We may discharge Our liabilities to You by paying an amount equal to the sum claimed
  11. If at the time of any Insured incident resulting in a valid claim on this Policy there exists other insurances under which You are entitled to be indemnified for Legal Costs or any part thereof We shall only be responsible for any excess in the amount of Legal Costs not recoverable under such other policy of insurance.
  12. In the event of any dispute arising between the parties, either party may ask for the dispute to be considered by an independent arbitrator agreed upon by both parties or failing agreement one who is nominated by the President of the local Law Society. All costs of the arbitration shall be met in full by the party against whom the decision is made.

#### Law

The Underwriter proposes to choose English Law as the law which applied to this policy unless You ask for another law and the Underwriter agrees to this before the Start Date.

#### Cancellation

We hope you are happy with the cover this policy provides. However, You have the right to cancel it within 14 days of inception of the policy, without giving any reasons. Cancellation must be in writing to us at Composite Legal Expenses, Suffolk House, Trade Street, Cardiff CF10 5DT. The Insurer may cancel the policy at any time by sending 30 days written notice by recorded delivery post and in such event the Insured shall be entitled to a return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

Such cancellation shall not prejudice the rights of the Insured, or any other person insured by this policy, in respect of any Insured Event occurring prior to the date of cancellation.

#### Complaints procedure

In the event of a complaint arising under this Insurance, you should in the first instance write to The Managing Director, Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT.

If the matter remains unresolved thereafter you can then write to the Insurers at: Groupama Insurance Company Limited, Groupama House, 24-26 Minorities, London EC3N 1DE quoting the policy number and where the insurance was purchased.

Finally, if the matter still remains unresolved once the above have been contacted, you can, subject to qualifying criteria, approach The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 080180. Groupama Insurance Company Limited is authorised and regulated by the Financial Services Authority and is a member of the Association of British Insurers (ABI).

You may be entitled to compensation from the Financial Services Compensation Scheme in the event that the insurer is unable to meet its liabilities.

#### Claims Department

The Claims Department may be contacted Monday to Friday between the hours of 9am and 5pm on **0844 4140601**.

#### Helpline

Composite Legal Expenses Ltd offer a telephone legal service giving expert guidance on a wide range of personal matters and also operate an emergency message transmission service in case you need to inform or reassure your friends or family after an accident. To take advantage of this service, telephone **0844**

**4140601.** Please be ready to quote your policy reference number. This number also gives you access to your Accident Recovery and Emergency Car Hire Service.

#### **Credit Repairs/Credit Hire**

Repairs /car hire facility qualifications. To qualify you must:

- a) Be clearly not at fault for the accident
- b) Provide full details of the other person i.e.
  - i) Name and address of owner and driver
  - ii) Name, address and relevant policy number of the third party motor insurers
  - iii) Make, Model and registration number of the third party vehicle
  - iv) The accident circumstance on a Composite Legal Expenses Claim Form
- c) Agree to our arranging an inspection of your vehicle and for repairs to take place at a garage of our choice.
- d) Agree to the receiving of costs from the other party. Solicitors may be appointed to act as necessary.
- e) The accident must have occurred in Great Britain, The Isle of Man or the Channel Islands
- f) The age and licence requirements of the hire provider must be met.
- g) If comprehensive insurance is held the vehicle must be repaired or reinstated under the terms of the policy

The type of car provided and the choice of hirer used will be subject to availability and at the discretion of Composite Legal Expenses. There is no pre-set limit as to the repair cost or hire period which will depend on the accident and other circumstances. Normally a vehicle can be provided for the full repair period. Please note that any repairs or car hire costs incurred without specific instructions from Composite Legal Expenses are not covered under this scheme.

#### **Accident recovery/emergency car hire**

If your vehicle is immobilised in an accident occurring in the UK(excluding breakage to lights or windows), we will transport the driver, and up to 7 passengers to the destination of your choice in the UK, provided that your vehicle is taken to a CLE approved garage for repair. This will operate regardless of whether the accident is your fault. We will accept responsibility for your accident recovery costs (excluding ferry and toll charges). Hotel accommodation may be utilised at our discretion.

This service entitles You if over 21 to 24 hours car hire subject to normal conditions of hire and only as supplied by CLE or its agents in conjunction with the accident recovery. Simply telephone us quoting your policy number and advising that you are a Composite Legal Expenses Ltd Complete Accident Care policy holder.

#### **Notes for your Guidance**

Under this scheme, all the costs of recovering your Uninsured Losses are met in full, providing, of course, someone else was responsible for the accident your claim is accepted. Items for Which You May be Able to Claim Examples of 'Uninsured Losses'.

#### **Comprehensive Insurance Policies**

- a) **Insurance Excess**  
Forward the account to Composite Legal Expenses Ltd as soon as repairs are complete.
- b) **Travel Expenses**  
Take notes of all journeys and their costs and forward accounts if possible.
- c) **Car Hire**  
If your vehicle is immobilised following a clearly non-fault accident, you may be able to obtain a replacement vehicle under our special scheme.
- d) **Telephone/Postage etc**  
Keep details of these items.
- e) **Loss of Earnings**  
If you cannot work because you are injured in the accident, obtain a letter from your employer (or accountant if you are self employed), showing how much you have lost net of tax, NI contributions etc.

#### **Third Party Fire & Theft Insurance Policies**

All the items shown as above (with the except of (a) which does not apply) plus:-

#### **Repairs to your Vehicle**

Obtain two estimates and forward them to Composite Legal Expenses Ltd as soon as possible. Usually it is not advisable to have your car repaired immediately as the Third Party's Insurers will wish to inspect it. If you need your car repaired urgently, please contact us. Make sure that storage charges are kept to a minimum. If possible move the car to free storage.

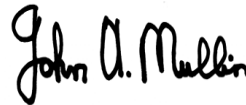
If your vehicle has been involved in a clearly non-fault accident, you have full details of the other person and their insurers and providing we can appoint your repairer, you may be able to have the vehicle repaired without having to initially fund the bill, while we recover from the Third Party.

#### **Personal Injuries**

In addition to the above, you may be entitled to compensation if you or your passengers are injured.

#### **Remember**

It is up to you to provide us with all the information possible to prove that the other person was at fault. If they dispute your version of the accident and you have no evidence (usually in the form of independent witnesses) to prove that your version is true, the other person's insurers, may offer only a part-settlement or no settlement at all. Witnesses are therefore vitally important. Please bear in mind that we recover your losses from the other person's insurance company. They often do not offer such a speedy or helpful service as you would expect from your own Insurers. If you are unlucky enough to be involved in an accident with an uninsured driver, the chances of recovering your losses are problematic and it often takes much longer. Lastly, if you are injured we normally appoint a Solicitor to act for you from the inception of your claim.



Signed by

Managing Director  
**Composite Legal Expenses Limited**