

# BOX MOTOR LEGAL PROTECT

## Legal Expenses Insurance – Policy Summary



The information provided in this Policy Summary is key information you should read. The Policy Summary does not contain the full terms and conditions of your Box Motor Legal Protect Policy. The full terms and conditions can be found in your policy which will be provided to you. You should take the time to read this document carefully as soon as you receive it.

### What is Box Motor Legal Protect?

If you have an accident which is not your fault, you are entitled to recover your uninsured losses from the negligent third party. Box Motor Legal Protect is a contract of legal expenses protection insurance which will cover your legal costs in relation to the dispute. This product is underwritten by Enterprise Insurance Company Plc (the **Insurer**). Cover is conditional upon the premium being paid and your motor insurance policy remaining valid and in force.

### What will you be covered for?

FEATURES & BENEFITS	POLICY SECTION
<p><b>Uninsured Loss Recovery and Personal Injury</b></p> <p>The Insurance covers the legal costs (own side costs and other side costs) of pursuing a claim for your uninsured losses, damages and costs resulting from any road accident which causes:</p> <ul style="list-style-type: none"> <li>death or bodily injury to you;</li> <li>damage to the insured vehicle and/or personal belongings.</li> </ul>	Section 1, <b>£Cover</b> q
<p>You will be provided with a hire car:</p> <ul style="list-style-type: none"> <li>for a reasonable period if the accident is not your fault.</li> <li>For up to 7 days If the accident is your fault or if costs are not recoverable from a 3rd party (eg: in the event of theft)</li> <li>Provided that the accident happened in the United Kingdom of Great Britain and Northern Ireland (including the Isle of Man and the Channel Islands).</li> </ul>	Section 1, <b>£Cover</b> q

SIGNIFICANT EXCLUSIONS OR LIMITATIONS OR REQUIREMENTS	POLICY SECTION
Your claim will only be covered if it is likely to be successful and the accident occurred in either, Andorra, Austria, Belgium, Bulgaria, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland or the United Kingdom. For car hire cover see above.	Section 1, <b>£Cover</b> q and <b>Definitions</b> q
Your case is covered up to the point when legal proceedings are formally issued in the Courts	Section 1, <b>£Cover</b> q
The maximum the Insurer will pay for any one event is £50,000.	Section 2, <b>£Limit of Indemnity</b> q
The Insurer will not cover a claim:	
<ul style="list-style-type: none"> <li>that is not notified to the Insurer within 90 days of the accident;</li> </ul>	Section 3, exclusion 3
<ul style="list-style-type: none"> <li>a claim for bodily injury of less than £1,000;</li> </ul>	Section 3, exclusion 4
<ul style="list-style-type: none"> <li>where it appears the accident was your fault;</li> </ul>	Section 3, exclusion 5
<ul style="list-style-type: none"> <li>which is fraudulent, false, exaggerated or as a result of collaboration between you and the third party;</li> </ul>	Section 3, exclusion 6
<ul style="list-style-type: none"> <li>where your motor insurer repudiates or refuses indemnity under your motor policy;</li> </ul>	Section 3, exclusion 7
<ul style="list-style-type: none"> <li>where the accident was caused as a result of your vehicle being faulty;</li> </ul>	Section 3, exclusion 9
<ul style="list-style-type: none"> <li>by a passenger</li> </ul>	Section 3, exclusion 10
You must co-operate with Your Legal Representative and provide information as and when required.	Section 4. Conditions (f) and (g)

### Duration of the Contract

Your Box Motor Legal Protect legal expenses insurance policy will cover you for the period set out in the policy certificate and will be renewable in accordance with the terms of that policy.

### Demands & Needs

The Box Motor Legal Protect policy is suitable for an insured driver who may require legal help and assistance to recover uninsured losses and damages arising from a non-fault accident where these are not covered under a motor policy.

The Insurer acts as product provider only and no personal recommendation is made by the Insurer in relation to suitability of the Box Motor Legal Protect Policy based upon your personal circumstance.

### Cancellation Rights

You may cancel this insurance without penalty by sending written notice to the person who sells you this policy within 14 days of receiving the documents. You will receive a full refund of the premium paid so long as you have not made a claim. You may cancel your policy at any other time but you will not be entitled to any refund of the money you have paid. If your underlying motor insurance policy is cancelled then cover under the Box Motor Legal Protect Policy will also be cancelled. Please see the cancellation section in the policy for further information.

### How to make a complaint

If you have a complaint about anything in respect of this policy then please contact insurethebox's Complaints Officer in writing at:

Insurethebox Limited  
PO Box 1308, Newcastle Upon Tyne NE12 9AA.

If you are not satisfied with the way insurethebox have dealt with your complaint then you should refer your complaint to the Insurer:

Enterprise Insurance Company Plc  
R 22-24 Ragged Staff Wharf, Queensway Quay, Gibraltar

If you are not satisfied with the way the **Insurer** has dealt with your complaint then you have the legal right to refer your complaint to the Financial Ombudsman Service at the address below.

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

Further information can be obtained at: <http://www.fos.org.uk> A copy of the **Insurer's** internal complaint handling procedure is available upon written request.

### Compensation

The Insurer is a member of the Financial Services Compensation Scheme ("FSCS"). You might be entitled to compensation from FSCS if the Insurer is unable to meet its obligations. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information on the scheme can be obtained at: <http://www.fscs.org>

**Had An Accident?**

**To Make A Claim On This Policy For Your Uninsured Losses Please Call insurethebox On:**

**033 00 45 00 45**

Any calls to numbers starting 03 cost the same as calls to numbers starting 01 or 02 and may be included in any inclusive calls package you may have. The party you call on an 03 number will not earn any revenue from the use of the number.

<b>DEFINITIONS</b>	<b>MEANING</b>
<b>insurethebox</b>	The Distributor and Administrator of Box Motor Legal Protect. <b>insurethebox</b> is a trading style of InsureTheBox Limited
<b>We, Us, Our</b>	Enterprise Insurance Company PLC, the Insurer.
<b>You, Your</b>	The person named in the Certificate of Insurance, provided the Certificate indicates you have taken out Box Motor Legal Protect with your <b>insurethebox</b> Private Car Insurance Policy
<b>Costs</b>	<ul style="list-style-type: none"> <li>▪ The professional fees and expenses reasonably, properly and proportionately chargeable by the Legal Representative; and</li> <li>▪ <b>Your</b> Opponent's legal costs if <b>you</b> are ordered by the Court to pay these or any other costs which <b>we</b> or <b>insurethebox</b> agree to pay.</li> </ul>
<b>Insured Incident</b>	A Road Traffic Accident which occurs during the period of insurance at a time when <b>you</b> were travelling in an Insured Vehicle inside the Territorial Limits and which involved another motor vehicle.
<b>Insured Vehicle</b>	The motor vehicle registration mark recorded in <b>your insurethebox</b> Private Car Policy Certificate of Insurance
<b>Legal Proceedings</b>	Preliminary proceedings up to but not including the issue of proceedings in any Court or Tribunal of competent jurisdiction.
<b>Legal Representative</b>	The lawyer, or other suitably qualified person, who has been appointed by <b>insurethebox</b> under this policy to represent <b>you</b> in the Legal Proceedings;
<b>Motor Policy</b>	The policy and certificate of compulsory motor insurance issued in accordance with the Road Traffic Act 1988 in respect of the Insured Vehicle.
<b>Opponent</b>	The individual(s) or other organisation(s) against whom <b>you</b> are bringing the Legal Proceedings.
<b>Reasonable Prospects</b>	It is more likely than not that <b>you</b> will recover the Uninsured Losses and will be able to enforce any award, judgment or order against <b>your</b> Opponent.
<b>Uninsured Losses</b>	Losses, damages and costs incurred by <b>you</b> as a result of an Insured Incident which is not <b>your</b> fault to include: <ul style="list-style-type: none"> <li>▪ compensation in respect of death or bodily injury;</li> <li>▪ damage to the Insured Vehicle;</li> </ul>

- Uninsured Losses cont;**
- damage to personal property which **you** own or are legally responsible for and which is in the Insured Vehicle or worn by you.
  - other costs not covered under your motor policy

**Territorial Limits (excluding Hire Car Provision)**

Andorra, Austria, Belgium, Bulgaria, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom.

**SECTION 1 – COVER**

Subject to the terms, conditions, exclusions and limit of indemnity set out in this policy, **we** will cover **your** Costs up to the time when the legal proceedings are formally issued in respect of the Legal Proceedings as long as:

- (a) the Insured Incident is not covered under any other contract of insurance;
- (b) the Insured Incident occurred within the Territorial Limits;
- (c) **your** Motor Policy is valid and in force at the time of the Insured Incident;
- (d) there are Reasonable Prospects that **you** will recover the Uninsured Losses.

**Keeping You Mobile**

Providing the Insured Incident occurred within the United Kingdom, the Channel Islands or the Isle of Man, **your** Box Motor Legal Protect Policy gives a limited amount of cover in respect to keeping **you** mobile in the event **your** vehicle cannot be driven after an accident or in the event of fire or theft:

- I. where a known third party appears responsible and **insurethebox** is able to obtain valid insurance details from the third party, **insurethebox** will seek to arrange a credit hire vehicle for **you**;
- II. if **insurethebox** deem **you** responsible for the incident, or the costs are not deemed re-claimable against a third party, **insurethebox** will request its approved repairer, where repair is appropriate, to supply **you** with a courtesy car, these are typically small 1.0 litre 3 door cars; or
- III. in the event a known third party is not viewed responsible for the incident and **insurethebox's** approved repairer is unable to supply a courtesy car, **insurethebox** we will arrange and pay for a **Group A Hire Car (ABI Group S1/S2)** for a period no longer than seven days.

These provisions are subject to prior authorisation by **insurethebox**, and are subject to **you** being accepted by **insurethebox's** car supplier whose terms and conditions are available upon request from the address shown in **Section 13**.

The hire car provision in clause III may be extended beyond 7 days at **your** cost by contacting our car supplier. A discounted rate is available to **insurethebox** customers.

## SECTION 2 - LIMIT OF INDEMNITY

The maximum **we** will pay in respect of Costs under this policy for any one Insured Incident shall be £50,000. **We** will not pay the Costs charged by any Legal Representative not appointed by **insurethebox**.

## SECTION 3 - WHAT IS NOT COVERED

1. Any claim brought outside the Territorial Limits.
2. Any incident, matter or costs incurred or arising prior to the start date of this policy.
3. Any claim notified to **insurethebox** after the expiry of 90 days from the date upon which the Insured Incident occurred without good reason.
4. Any claim for bodily injury or death which is likely to be worth less than £1,000.
5. Any claim for Uninsured Losses where the Insured Incident appears to be **your** fault.
6. Any claim for Uninsured Losses which are false, fraudulent or exaggerated or where an Insured Incident was deliberately brought about by **you** by act or omission.
7. Any claim where Your Motor insurer repudiates or refuses indemnity under Your motor insurance.
8. Any claim arising out of the use of the Insured Vehicle for racing, rallies, trials or competitions of any kind.
9. Any claim where the Insured Vehicle is found to be in an unroadworthy condition or does not have a valid MOT certificate at the time of the Insured Incident.
10. Any claim by a passenger in the Insured Vehicle.
11. Any claim arising out of a contractual cause or product liability.
12. Any claim where Legal Proceedings are instigated without **insurethebox's** written consent or where **insurethebox** considers that there are no Reasonable Prospects or where Reasonable Prospects no longer exist.
13. Any claim or counterclaim against you or Costs incurred in defending a claim made or brought against you in respect of an Insured Incident..
14. Any increased Costs, Court fines and penalties arising from any delay or default by **you** which, in **insurethebox's** view, affects the conduct of **your** claim or hinder **insurethebox**
15. Any claim which arises as a result of negligence on the part of the Legal Representative.

16. Costs **insurethebox** have not agreed to in writing.
17. Costs not recoverable under the Civil Procedure Rules.
18. Costs, expenses, fines or any other penalties, which **you** are ordered to pay as a result of criminal proceedings.
19. Costs of any appeal which are incurred without **Insurethebox's** written consent.
20. Cost incurred following **you** being made bankrupt or having made arrangements with **your** creditors or having entered into a deed or arrangement.
21. Any application for judicial review.
22. Any claim which is likely to be against the Motor Insurers Bureau under the Untraced Driver Agreement.
23. Any claim whether involving another motor vehicle or not which appears to your Legal Representative to have been caused whether wholly or partially by a defective road surface or contaminant on the highway
24. Claims arising from any loss or damage to property or any direct or indirect loss, expense or liability or attributed to:
  - (a) ionising radiation or radioactive contamination from any nuclear fuel or waste or the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts;
  - (b) war, invasion, revolution, acts of foreign enemies, hostilities (whether war be declared or not), rebellion, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
  - (c) riot or civil commotion.

## SECTION 4. CONDITIONS

If **you** do not keep to the terms of this section, **we** or **insurethebox** may cancel **your** Box Legal Protect Policy at any time and refuse to deal with **your** claim.

1. **You** must do the following:
  - (a) enter in to a Conditional Fee Agreement with the Legal Representative;
  - (b) observe and keep to the terms and conditions of this policy at all times;
  - (c) inform us as soon as reasonably practicable following an Insured Incident which may lead to a claim under this policy;
  - (d) take all reasonable steps to minimise any amount we have to pay under this policy;
  - (e) take all steps to recover any Costs we have paid or have to pay under this policy;
  - (f) give us any information we ask for in writing forthwith;
  - (g) co-operate with the Legal Representative; and

- (h) not refuse to accept an offer (whether made pursuant to the Civil Procedure rules or generally) if the Legal Representative advises that it is reasonable.
- (i) In the event of a dispute you and your Legal Representative may refer the case to an independent barrister for an opinion as to the reasonableness of the offer. In the event of the barrister advising rejection of the offer the barrister's fee shall be met by the Legal Representative. In the event of the barrister advising acceptance of the offer the cost shall be paid by you.

**2. You and your Legal Representative must do the following:**

- (a) obtain **insurethebox's** prior written permission before:
  - (i) instructing counsel or any expert witness; and
  - (ii) discontinuing, abandoning, settling or compromising the Legal Proceedings in any circumstances where we may be liable for costs.
- (b) inform **insurethebox** forthwith:
  - (i) if **your** Opponent or any person acting on his behalf makes an offer to settle **your** Uninsured Losses claim;
  - (ii) if there are no longer Reasonable Prospects in relation to **your** Uninsured Losses claim;
  - (iii) of any material developments in relation to **your** Uninsured Losses claim;
  - (iv) if any Costs order, penalty or sanction is made against **you** by the Court;
  - (v) if the Legal Representative no longer wishes to act on **your** behalf;

### SECTION 5 - YOUR LEGAL REPRESENTATIVE

1. **You** are free to choose your Legal Representative. However, **we** and **insurethebox** will not cover the costs of any Legal Representative not appointed by **insurethebox**.

### SECTION 6 - CANCELLATION

1. Cancellations during the period of insurance:
- (a) **we you** or **insurethebox** may end cover under this policy at any time by giving seven days notice in writing.
  - (b) If either **you we** or **insurethebox** cancel this policy, **you** will be personally responsible to pay all Costs incurred after cancellation.
  - (c) If you cancel within 14 days of receiving your policy documents you will be entitled to a full premium refund provided you have not made a claim.

If you cancel after 14 days of receiving your policy documents you will not be entitled to a refund of premium.

**2. Your Motor Policy:**

- (a) cancellation of this policy will not affect the validity of **your insurethebox** Motor Policy.
- (b) if **your insurethebox** Motor Policy is cancelled, cover under **your** Box Motor Legal Protect policy will be cancelled at the same time.

### SECTION 7 - THIRD PARTIES

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect the right or remedy of a Third Party which exists or is available other than by virtue of this Act

### SECTION 8 - DATA PROTECTION

1. **insurethebox** is the data controller of **your** information and will use **your** personal information in order to assess the terms of the insurance contract or administer claims which arise or for statistical analysis and credit scoring. In addition, **insurethebox** may need to obtain information from **you** which the Data Protection Act 1998 regards as sensitive (such as membership with trade unions, medical data or criminal convictions). **insurethebox** may need to disclose **your** information to **us** and potentially **our** service providers and agents.
2. By subscribing to this policy **you** will signify **your** consent to **your** information being processed by **insurethebox** and **us** in accordance with this Section. If **you** wish to make a subject access request or require further information regarding your data then please write to **insurethebox's** Operations Manager using the address in **Section 13**.

### SECTION 9 - ARBITRATION

If **you** have a dispute with **us** or **insurethebox** under the terms of this policy, it may be referred to arbitration. **insurethebox** will agree the arbitrator with **you** beforehand. If **insurethebox** cannot agree on an arbitrator, the President of the Law Society will appoint one. The arbitrator will decide who will pay the costs of the arbitrations procedure.

### SECTION 10 - GOVERNING LAW

This contract of insurance shall be subject to and construed in accordance with the laws of England and Wales.

**SECTION 11 – COMPLAINTS**

If **you** have a complaint about anything in respect of this policy then please contact **insurethebox's** Complaints Officer in writing at the address set out in **Section 13**.

A copy of **insurethebox's** internal complaint handling procedure is available upon written request from address in **Section 13**.

If **you** are not satisfied with the way **insurethebox** have dealt with **your** complaint then **you** should refer **your** complaint to:

The Managing Director  
Enterprise Insurance PLC  
R22 . R24 Ragged Staff Wharf  
Queensway Quay, Gibraltar

Should **you** remain dissatisfied **you** have the legal right to refer **your** complaint to the Financial Ombudsman Service at the address below.

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
See further: <http://www.fos.org.uk>

**SECTION 12 - COMPENSATION**

**We** are a member of the Financial Services Compensation Scheme ("**FSCS**"). **You** might be entitled to compensation from **FSCS** if **we** are unable to meet **our** obligations. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information on the scheme can be obtained at: <http://www.fscs.org.uk>

**SECTION 13 - NOTICE**

1. If **insurethebox** give **you** any notice under this policy, **insurethebox** will send it to **your** last known address.
2. If **you** give **us** or **insurethebox** any notice or wish to make a complaint then **you** must do so by recorded post delivery to **insurethebox's** address below.

Insurethebox  
PO Box 1308,  
Newcastle Upon Tyne NE12 9AA

**Had An Accident?**  
**To Make A Claim On This**  
**Policy For Your Uninsured**  
**Losses**  
**Please call insurethebox on**  
**033 00 45 00 45**

Any calls to numbers starting 03 cost the same as calls to numbers starting 01 or 02 and may be included in any inclusive calls package you may have. The party you call on an 03 number will not earn any revenue from the use of the number.