

# Composite Legal Expenses

Combined Family Legal Care

## Combined Family Legal Care

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**Underwritten by:**  
**Groupama Insurance Company Limited, Groupama House, 24-26 Minorities, Lor 1DE**

**The Coverholder:**  
**Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff, CF10 5DT**

Insured:  
 Policy No:  
 Period of Insurance: **to**  
 Date of issue:  
 Premium inc. IPT:

#### **Limit of Indemnity**

The sum specified as in the Limit of Indemnity for each Incident including all events relate by time or cause of the costs and expenses of all persons Insured and the far as We are liable to pay them.

#### **Insured Incident**

An event, act or omission giving rise to a claim for indemnity.

#### **Territorial Limits**

The United Kingdom only.

#### **Period of Insurance**

The period of one year from the date of issue of this Policy.

#### **Premium**

The consideration paid to the Sales Agent for the indemnity under this Policy.

#### **Mediator**

The independent expert appointed by Us to offer alternative dispute resolution.

#### **The Effective Date**

The date of inception of this Policy.

#### **AGREEMENT**

In consideration of the Premium You have paid to the Underwriters We will indemnify You against Legal Costs arising from an Incident occurring within the Territorial Limits where You notify Us of the Incident both within 30 days of its occurrence and with the Insurance subject to the terms, conditions and exclusions of this Policy.

We will indemnify You against Legal Costs and Expenses incurred in:

#### **Personal Injury**

Pursuing a Personal Injury claim for damages in respect of death caused by negligence of another subject to a limit of £75,000 per Insured Incident.

#### **Consumer Disputes**

Pursuing or defending claims subject to a Limit of Indemnity per Insured Incident arising out of a contract entered into in Your behalf for

- obtaining services
- the purchase, hire, hire purchase or sale of any property obtained new after inception of this policy provided that the value of the goods or services in dispute exceeds £100

#### **Important Notice**

This is a 'claims made' policy. It only covers claims notified during the Period of Insurance. You must notify us within 30 days of any circumstances which may give rise to a claim for indemnity from such circumstances.

#### **Non Motor Section**

#### **Definitions**

#### **We, Us, Our**

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

#### **Insured, 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 to sell the Policy to You by Us.

#### **Policy**

The valid document given to You as evidence of this Insurance.

#### **Home**

Your principal private dwellinghouse as defined for the purposes of qualifying for exemption from Capital Gains Tax.

#### **Authorised Representative**

The solicitor, counsel claims handler or mediator appointed by Us under the terms and conditions of this Policy to represent Your interests.

#### **Legal Costs**

Any reasonable and proper professional fees or costs including disbursements incurred by the Authorised Representative or the Mediator with our prior authority, subject to the terms, conditions and exclusions contained in this Policy, and Civil costs incurred by other parties for which You are held liable by a Court or tribunal under a Judgment after full argument or payable under a settlement approved in advance by Us but not Civil Costs for which you are held liable by a Court or Tribunal under a Judgement obtained against you by default or by Your consent without Our prior written approval.

With any claim falling within the Small Claims Court limits legal advice and assistance shall be provided but the payment of legal costs will be restricted to the payment of any unrecovered issue fee and the appointment of a solicitor will be at Our discretion.

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**Home rights**

The pursuit of civil claims subject to a limit of indemnity of £75,000 per Insured Incident arising out of :-

- a) A contract dispute relating to goods or services used in Your home
- b) Loss or damage to
  - i) goods in the home owned by You or for which You are responsible.
  - ii) the home
- c) An alleged infringement of the legal rights appertaining to Your home

**Taxation**

Professional Fees arising from or relating to an in-depth Inland Revenue investigation of your personal tax affairs subject to a Limit of Indemnity of £75,000 per Insured Incident.

**Employment**

A dispute with Your employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy, subject to a limit of Indemnity of £75,000 per Insured Incident. There is no cover in respect of employment disputes if this Certificate has been deemed to be incorporated into a Commercial Business Care Policy unless specially requested in writing by the proposer.

**Defence against Criminal Prosecution**

Defence of Your legal rights including appeal or defence of appeal against judgement, conviction or sentence in respect of any act or omission leading to criminal proceedings being brought against you subject to a limit of indemnity of £75,000 per Insured Incident.

**Conditions****Claims Presentation and Control****You must**

1. Contact the telephone advice service on 029 20349616 and provide full details of the claim in writing together with any supporting information requested by Us and liaise with Us before appointment of an authorised representative.
2. Report claims to Us within 30 days of their occurrence unless the claim is in respect of a criminal prosecution.
3. Give proper and full instructions to and act throughout in accordance with the advice of the Authorised Representative.
4. Cause no delay or otherwise act to the prejudice of the claim.
5. Submit to Us for payment without delay any bills for Legal Costs which must not be incurred without Our prior authority in writing.
6. Take every possible step to recover legal costs from Your opponent and pay any Legal Costs recovered to Us.
7. Submit to Us any reasons for wishing to appeal against the judgement of a court not later than 10 days before the final date for lodging on appeal. If We do not give Our approval to such appeal then no indemnity shall be granted unless the appeal is successful.
8. Observe and perform to the terms and conditions of this insurance.
9. Have reasonable prospects of successfully pursuing or defending a claim or have reasonable prospects for successfully defending a criminal prosecution.
10. Obtain Our agreement to pay Legal Costs in writing before incurring Legal Costs.
11. Obtain if We so require an Opinion from the Authorised Representative on whether or not the claim or defence has reasonable prospects for success. In the event of the opinion being that there are no reasonable prospects for success You will pay the Authorised Representatives fees for his/her opinion.
12. Take all reasonable steps to minimise Legal Costs and obtain legal aid when You are entitled to it. If You are entitled to legal aid general exclusion 8 of this Policy precludes you from claiming legal costs from Us.

**We Can**

1. Take over and conduct in Your name the prosecution pursuit or defence or settlement of any claim or proceedings through our own employees agents solicitors or accountants.
2. At the Insureds request nominate an Authorised Representative for the Insured. However the Insured is free to choose any Authorised Representative to act in any Legal Proceedings in respect of which we have agreed to indemnify You against Legal Costs. The Authorised Representative will be appointed in the name of and on behalf of the Insured however, We can accept or refuse a nomination without giving reason. Any dispute arising from the choice of the Insured may be referred to arbitration, in accordance with the Arbitration clause set out in this Policy.
3. Have direct access to the Authorised Representative at all times so that We may be kept fully informed of all details which in our absolute discretion We deem relevant to the claim.
4. Have access to all written opinions documents or reports of counsel or expert witnesses whether or not privileged.
5. Discontinue indemnity if during the course of the claim We consider that reasonable prospects of success no longer exist. If We discontinue cover and you succeed with your claim We will reimburse you for

reasonable costs properly incurred for continuing the claim not otherwise recoverable.

6. Extend the appointment of the Authorised Representative of circumstances changing during a claim on such terms as our absolute discretion determine.
7. Attempt negotiation followed by alternative dispute resolution any nomination or appointment of an Authorised Representative.
8. Refuse to pay any Legal costs until they fall due under the Claim.

**The Authorised Representative must as a Condition of Employment**

1. Obtain Our prior consent before instructing counsel or witnesses whose identity and fee must also be approved by Us.
2. Advise Us if at any stage it is considered that You are not reasonable prospects of success.
3. Notify Us of any payment into court or any offer to settle prior approval can be obtained to the acceptance or rejection of the same. If We do not approve of You continuing with the claim nevertheless continue and obtain a result which is not payment or offer We shall not be obliged to provide indemnity in date of such payment or offer.
4. Report the result of the claim to Us on its completion.
5. Have assessed taxed certified or audited the Legal Costs if indemnity is claimed at Our request in accordance with the Solicitors Act 1974 and /or the Solicitors Remuneration Regulations in accordance with parts 43 to 48 of the Civil Procedure Rules.

**Third Party Agreements**

Our liability shall in no way be affected by any agreement or promise entered into between You and the Authorised Representative by either with any third party.

**Withdrawal**

If for any reason the Authorised Representative refuse to act for You or You withdraw Your claim from the Authorised Representative without Our prior agreement We shall not be obliged to provide indemnity and We will be entitled to recover from You for any Legal costs paid or incurred during the claim including any Legal Costs for which We consider our withdrawal from the claim unless in Our absolute discretion the appointment of another Authorised Representative continue with the claim.

**Arbitration**

In the event of any dispute arising between the parties to the policy the dispute to be considered by an independent arbitrator upon by both parties or failing agreement one who is a member of the local Law Society or appropriate professional body. The costs of the arbitration shall be met in full by the party whose decision is made.

**Acts of Parliament**

Any reference to Acts of Parliament within this Policy shall include any amending or replacing the same and shall also include equivalent legislation in Scotland Northern Ireland and the Law where applied in the UK.

**Notices**

Every notice or communication approval consent or other communication under the Policy shall be made in writing by You to Us at the last address declared under the Policy.

**Due Observance**

The due observance of and compliance with the terms and conditions of this Policy by the Insured are conditions of cover. Incurring any liability under this Policy.

**Reasonable Care**

The Insured shall take all reasonable steps to prevent or minimise the loss which may give rise to a claim under this Policy.

**Cancellation**

We hope you are happy with the cover this policy provides. You have the right to cancel it within 14 days of inception without giving any reasons. Cancellation must be in writing to Us at Composite Legal Expenses, Suffolk House, Trade Street, Ipswich, Suffolk IP1 1DT. The Insurer may cancel the policy at any time by written notice by recorded delivery post and in such event you 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 other person insured by this policy, in respect of any loss occurring prior to the date of cancellation.

**Exclusions**

This Policy specifically does not cover:-

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**Consumer Disputes**

- a) Any contract entered into by You in connection with a profession business or trade other than for your Contract for full-time employment
- b) Any matter where the amount in dispute or the total installments due at the time of making the claim is less than £100
- c) Any contract where the dispute arises within the first 90 days of the Period of the Insurance
- d) Any contract under which a sum of money was due and payable more than six months before the claim was reported
- e) Any contract relating to any work carried out in on or for the benefit of land or buildings other than the Home
- f) Any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such contract
- g) Any incidents which occur as a result of defective products, goods or services
- h) Any claims relating to the planning, erection or alteration of buildings
- i) Any dispute with local or government authorities

**Property & Home Rights**

This Policy specifically does not cover:-

- a) Claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings
- b) Disputes with local or government authorities
- c) Disputes involving leased or rented property or in respect of or arising out of any tenancy agreement
- d) Compulsory purchase confiscation nationalisation requisition or destruction of or restrictions or controls placed on or damage to any property
- e) Actual planned or proposed construction closure adoption or repair of roads or bridges or the actual planned proposed construction demolition or adaption of buildings housing or other works.
- f) A dispute arising within the first 90 days of the Period of the Insurance
- g) Claims relating to material damage covered by another relevant insurance policy.

**Employment**

Situations where the dispute arises within the first 90 days of the first Period of Insurance are excluded from the cover provided by this policy.

**Taxation**

Fees arising where the Insured Incident had commenced before the First Period of Insurance or the Insured should have realised that a claim might occur or from investigation or enquiry by or transfer to the Special Compliance Office.

**Prosecution Defence**

Legal Costs incurred in the defence of any criminal proceedings unless charges are dismissed or the insured is acquitted are excluded from the cover provided by this Policy.

**Excess**

The first £25 of any Legal Costs, except in Small Claims Court matters where We will pay any unrecovered issue fee.

**Motor Vehicles**

Any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.

**Domestic Disputes**

A matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with Your professional advisors.

**Courts outside the UK**

Legal proceedings outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.

**Small Claims Court**

The payment of Legal Costs of a claim falling within the Small Claims Court limits where We shall provide legal advice and assistance and the payment of any unrecovered issue fee.

**War/Radioactive Contamination**

Claims arising from :

- Ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- Any radioactive toxic explosive nuclear assembly or nuclear component thereof.
- Riot civil commotion war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation nationalisation requisition destruction or damage to property by or under the order of any government.

**Actions Sought**

Disputes claims or prosecutions deliberately or intentionally arising out of any deliberate or criminal act or part.

**Disputes with Us**

Disputes with Us except as provided by the Arbitration

**Co-insurance**

A claim when You are or would but for the existence of a policy be entitled to indemnity under any other policy or policies of any excess beyond the amount which would have been payable under the other policy or policies had this insurance not been in force.

**Costs Incurred before Acceptance**

Costs fees expenses disbursements damages or compensation before We have confirmed acceptance of a claim.

**Disputes between You and Your Family****Fines or penalties**

Fines or penalties in any circumstances or damages or awarded.

**General Exclusions**

We shall not be liable for Legal Costs in respect of:-

1. Any matter arising from or relating to any business or venture for gain undertaken by the Insured including any personal guarantee and investment in unlisted companies. Notwithstanding the provisions of this exclusion we will cover the Insured in respect of Legal Costs incurred in the pursuit of Proceedings arising from the Insured's contract of employment otherwise to the terms and conditions of this Policy.
2. The pursuit or defence of any action alleging defamation.
3. Legal Proceedings between the Insured and a central government authority unless:-
  - a) The Insured has suffered or could suffer pecuniary loss and Proceedings are not pursued or defended or
  - b) The Proceedings relate to the imposition of a fine.
4. Legal Proceedings in relation to any contract of insurance where the dispute is solely in respect of quantum.
5. Claims where the Insured
  - a) Takes action without first obtaining Our agreement Authorised Representative
  - b) Causes delay or fails to give reasonable assistance to Our Authorised Representative
6. Claims reported to Us more than 30 days after the Incident.
7. Any claim, where Legal Costs are incurred without Our authority.
8. Any matter in respect of which you are entitled to recover costs from another party.

**Claims Procedure/Legal Helpline**

In the event of a claim you must contact the telephone number 029 20349616 who reserve the right to attempt to negotiate your claim if it is considered appropriate.

Our legal advice service is available 24 hours per day, Advice is available on any personal legal problem, whether covered by this policy or not.

**Home Emergency Service**

Additionally your Personal Legal Protection gives you access to the Homecall Service. The unique service gives you a 24 hour round home emergency service to repair domestic facilities

- Domestic Plumbing or Drainage: where flooding is likely
- Domestic Gas or Electricity Supply; in the event of a leak
- Roofing where internal damage is likely.
- External Doors, Windows or Locks: rendering them inoperable
- Fixed Heating Supply; where there is an oil or water leak

Contact our telephone advice service and the home call centre will provide prompt attention from a competent repairer in your area. You will of course be responsible for the cost of the repair but you will find these fair and reasonable. Tel: 029 20349616.

**Motor Section****Definitions****We, Us, Our**

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

**You, Your**

The Person or Company who has paid the appropriate premium and any other person authorised by you to drive or to be a passenger in or on the Insured Vehicle.

**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 detailed Assessment of Costs pursuant to parts 43 to 48 of the Civil Procedure 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 one year from the date of issue 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 damage party or parties in consequence of an Insured Incident the Insured Vehicle has been involved provided such Loss does 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 for a driving offence where Your driving licence is at risk of being suspended or

b) 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 where the value of the contract in dispute exceeds £100 under paragraphs 2(a) and (b) we shall not be liable to pay more than the first £25 of Legal Costs or Legal Costs in excess of £5, each claim.

**Exclusions**

This insurance does not cover

1. Legal Costs incurred as a result of Legal Proceedings in respect of an Insured Incident which occurred outside the Period of Insurance

2. Claims which have not been made by submitting to us a 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 shall be subject to our prior written consent and agreement

4. Legal Costs, expenses, fines or other penalties You are liable to pay to a Court of criminal jurisdiction.

5. Claims arising out of the use of the Insured Vehicle in connection with rallies, trials or competitions of any kind.

6. Claims arising out of an Insured Incident arising out of an act or omission.

7. Any claim where, when in control of the Insured Vehicle, you do not have possession of both a valid driving licence and a current motor 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 Insured Incident of the Insured Vehicle.

10. The Defence of any claim or legal proceedings made against You arising from injury or loss or destruction of property provided that this exclusion shall not apply to claims made under (b) of the Section headed Cover.

11. Any claim or legal proceedings made commenced by You outside the Territorial Limits.

12. Any act, omission or any claim commenced which is excluded by the Section headed Cover.

13. Any claim under paragraph 2(a) under The Section headed Cover where You at the time of the claim or legal proceedings are liable to more penalty points (as defined by the Road Traffic Act 1988) or any claim where you have no reasonable prospect of successfully defending such a Criminal Prosecution or to a parking or non-endorseable offence or fine-penalty which would result in your licence is not under threat of suspension.

14. The defence of any criminal prosecution under Section 35 of the Road Traffic Act 1988 where You have failed to provide a specimen for breath test or a blood or urine sample required or if Your breath, blood or urine alcohol level 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.

17. Legal Costs in respect of the defence of a claim or legal proceedings by a third party where Your own motor insurers refuse to provide cover or act solely for reasons of quantum in which case we will only pay the Legal Costs which would otherwise have fallen upon You.

18. Claims arising from the action which would otherwise have fallen upon You if you were personally responsible for the action.

19. Claims arising from:

a) Ionising, radiations or contamination by radioactive nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

b) Any radioactive toxic explosive or other hazardous material or 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 Indemnifier 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 proceedings 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 discontinue or abandon legal proceedings without both Our consent and the Authorised Representative's written advice that

- proceedings should be either discontinued or abandoned entitled to be reimbursed by You the amount of any Legal Costs We have paid or may become liable to pay.
10. At Our discretion We may discharge Our liabilities an amount equal to the sum claimed
  11. We may cancel this insurance at any time by send notice to Your last known address in which event we shall refund to You the premium attributable to the period from the date of cancellation to the end of the Period of Insurance.
  12. If at the time of any Insured incident resulting in a claim under this Policy there exists other insurances under which You are not indemnified for Legal Costs or any part thereof We shall be responsible for any excess in the amount of Legal Costs payable under such other policy of insurance.
  13. In the event of any dispute arising between the parties to this Policy we may ask for the dispute to be considered by an independent arbitrator agreed upon by both parties or failing agreement one 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.
  14. Law: The Law applicable to this Policy shall be English Law. All parties hereby submit to the jurisdiction of the Courts of Wales.

**Claims Department:** The Claims Department may be contacted on 029 20349616 to Friday between the hours of 9am and 5pm on 029 20349616

**Helpline:** Composite Legal Expenses Ltd offer a telephone helpline giving expert guidance on a wide range of personal injury claims. We operate an emergency message transmission service to help you inform or reassure your friends or family after an accident. The advantage of this service, telephone 029 20349616. Please quote your policy reference number. This number also applies to your Accident Recovery and Emergency Car Hire Service.

#### Credit Repairs/Credit Hire: Repairs /Car Hire financial 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 insurers
    - iii) Make, Model and registration number of the third party vehicle
    - iv) The accident circumstance on a Composite Legal Expenses Form
  - c) Agree to our arranging an inspection of your vehicle to take place at a garage of our choice.
  - d) Agree to the receiving of costs from the other party appointed to act as necessary.
  - e) The accident must have occurred in Great Britain, 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 reinstated under the terms of the policy

The type of car provided and the choice of hirer used will be at the availability and at the discretion of Composite Legal Expenses Ltd

There is no pre-set limit as to the repair cost or hire period. Repair costs will depend on the accident and other circumstances. No repair costs will be provided for the full repair period. Please note that 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 by accident occurring in the UK (excluding Channel Islands or windows), we will transport the driver, and up to 7 days of accommodation of your choice in the UK, provided that you are to a CLE approved garage for repair. This will operate whether the accident is your fault. We will accept reasonable accident recovery costs (excluding ferry and toll charges) and accommodation may be utilised at our discretion.

This service entitles You if over 21 to 24 hours car hire conditions of hire and only as supplied by CLE or its agents with the accident recovery. Simply telephone us quoting your policy number and advising that you are a Composite Legal Expenses Ltd/Combined Personal Legal 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 of 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 no-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 Insurers will wish to inspect it. If you need your car 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 persons 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 persons 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.

**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 Minories, London EC3N 1DE quoting the policy number and where the insurance was purchased.

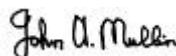
Finally, if the matter still remains unresolved once the above have been contacted, you can, subject to qualifying criteria, approach

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.

The above apply to the insurance elements of the contract and do not relate to any other services provided.



Signed by  
**Managing Director Composite Legal  
Expenses Limited**

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