

**What to do after an accident**  
If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let us have this information as soon as you can by calling us on **0845 8 121 999**, 24 hours a day, 365 days a year.



Sureterm Direct - The Understanding  
Insurance Specialists

www.highway-insurance.co.uk

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Registered in England No. 3730662  
Trading as Highway Insurance.  
Registered Office: Highway House, 171 Kings Road, Brentwood, Essex,  
CM14 4EJ

Authorised and regulated by the Financial Services Authority.

This Policy is underwritten by Highway Insurance Company Limited.



## Motor Claims & Legal Expenses Insurance

Sureterm Direct - The Understanding Insurance Specialists



## Welcome to Sureterm Direct Ltd Legal Expenses Insurance.

If you are involved in a motor accident, we are here to help you 24 hours a day, 365 days a year.

Motor accidents are always stressful, particularly if you or a passenger has been injured. The last thing you need is a long and expensive legal dispute to worry about.

This is where Legal Expense insurance can help. If you are involved in an accident, which is not your fault, you have a legal right to claim back your uninsured losses from the person who caused the accident.

### Uninsured losses can include the following:

- Compensation for you if you are injured, or compensation for your family in the event that you incur fatal injuries.

- Your policy excess that you may have to pay under your comprehensive motor policy. If we can recover your losses in full, your no claims bonus should not be affected.

- Reasonable hire charges for a replacement vehicle while yours is being repaired or compensation for you not being able to use your vehicle.

- Accident repair costs if you do not have comprehensive insurance cover.

- Compensation for damage to your clothes, luggage or personal belongings.

Schedule of Cover	
Insured:	_____
Policy no:	_____
Period of insurance:	_____
Date of issue:	_____
Premium inc. IPT:	£ _____

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### Definitions

The following words or phrases have the same meaning wherever they appear throughout this policy.

**Approved Charges** - Any liabilities incurred by an Insured Person under schemes we have approved for the provision of services reasonably required as a consequence of a Qualifying Accident and where we have consented in advance in writing to such services being provided.

**Claim** - An Insured Person's claim for reimbursement of uninsured losses, costs and/or compensation resulting from a Qualifying Accident.

**Insured Person** - You and any passenger in the Insured Vehicle or any other person authorised by you to drive the Insured Vehicle.

**Insured Vehicle** - Any motor vehicle which you own or for which you are legally responsible including any caravan or trailer properly constructed to be towed by such a vehicle and attached to it by normal means.

If you do not wish to receive any marketing literature or if you have any queries, or would like more information about this Notice, please write to: The Customer Care Department, Highway Insurance, Highway House, 171 Kings Road, Brentwood, Essex, CM14 4EJ. E-mail: [customercare@highway-insurance.co.uk](mailto:customercare@highway-insurance.co.uk)

For more information you may also write to the Office of the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF. Telephone: 01625 524510 E-mail: [mail@dataprotection.gov.uk](mailto:mail@dataprotection.gov.uk)

**How To Make A Complaint**  
We aim to provide you with a high standard of service, but in the event you are dissatisfied with the service you receive, you should in the first instance contact Sureterm Direct Ltd. If you remain dissatisfied you should contact:-

The Customer Care Department, Highway Insurance, Highway House, 171 Kings Road, Brentwood, Essex, CM14 4EJ  
Tel: 01277 266376, Fax: 01277 222055, E-mail: [customercare@highway-insurance.co.uk](mailto:customercare@highway-insurance.co.uk)

In the unlikely event we are unable to resolve the matter to your satisfaction, you may usually refer your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone: 0845 080 1800. Further details of the Financial Ombudsman Service are available upon request.

**Financial Services Compensation Scheme**  
Highway Insurance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's statutory fund of last resort for customers of authorised financial services firms. In the event we are unable to meet our liabilities to you, then you may be entitled to seek compensation from the FSCS. Further information is available on the FSCS website <http://www.fscs.org.uk>

**Authorisation**  
Highway Insurance Company Limited is authorised and regulated by the Financial Services Authority under registration No. 202972. You can check this on the FSA's register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

**Cancellation**  
We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy, without giving any reason, by returning the policy to Sureterm Direct Ltd. If you do cancel in the first 14 days we will refund any premium paid subject to no Claim being made on the policy.

You may cancel the policy at any time outside this 14 day period by returning your policy to Sureterm Direct Ltd. However, no refund of premium will be given.

**Uninsured Loss Recovery and Personal Injury**  
We will negotiate to recover the Insured Person's uninsured losses and costs following a collision between the Insured Vehicle and another vehicle which:

(a) Causes damage to the Insured Vehicle or to personal property in it; or

(b) Injures or kills the Insured Person while he or she is in or on the Insured Vehicle.

**Provided that:**

(i) The incident occurs in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and

(ii) Any legal proceedings will be dealt with by a court, or other body that we have agreed to, in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

We will also cover an Insured Person for:

(1) Approved Charges in respect of any hire vehicle or vehicle repairs agreed by us in writing when an Insured Person is required to pay them if the Approved Charges have not by then been recovered from the Third Party; and

(2) Any Legal Costs agreed by us in writing which, after using reasonable endeavours, are not recovered from the Third Party; and

(3) The Third Party's Legal Costs.

Subject in each case to the terms and conditions of this policy up to the Limit of Indemnity.

**When we cannot help**

We will not be able to help you unless we think it is more likely than not your uninsured losses can be recovered.

Please do not ask for help from a solicitor or hire a vehicle before we have agreed. If you do, we will not pay the costs involved even if we do accept the claim.

**Exclusions**

(1) A claim where any of the following apply:

a) At the time of the Qualifying Accident the Insured Vehicle was being driven in circumstances constituting a criminal offence (whether or not prosecution ensued) and we consider that the Claim has been prejudiced as a result; or

b) The Insured Person's motor insurer repudiates the motor policy covering the Insured Vehicle or refuses indemnity; or

c) The Insured Person in our reasonable opinion prejudices any Claim; or

d) The Insured Person unreasonably fails to accept the advice of the Representative.

(2) Any liabilities incurred by an Insured Person arising from a claim or counterclaim against them whether or not resulting from a Qualifying Accident.

(3) Any Qualifying Accident that took place prior to the Period of Insurance.

(4) Any Claim reported to us more than 90 days after the Qualifying Accident.

(5) Any Claim resulting from an incident that occurs outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

(6) Any Claim if we reasonably consider that you have failed to disclose any material facts.

(7) Any Claim which we consider has insufficient prospects of success or where your interests can be better served by other means.

(8) Any Legal Costs for any period subsequent to a refusal by the Representative to act further for the Insured Person for a reason, which we consider, is justified unless we agree to another Representative being instructed.

(9) Any Claim arising out of a deliberate act or omission or which is found to our satisfaction to be of a fraudulent nature.

(10) Any Claim relating to or resulting from any contract involving the Insured Vehicle.

(11) Any Claim arising from the theft or attempted theft of the Insured Vehicle.

(12) Any Claim where the Third Party cannot be traced or identified.

(13) Any Legal Costs incurred prior to notification of the Qualifying Accident to us.

(14) Any liabilities that can be recovered under any other insurance.

(15) Any tax an Insured Person can recover in any other way.

(16) Fixed penalties, fines and exemplary damages awarded against an Insured Person.

(17) Any dispute arising from defective repairs, mechanical breakdown or general maintenance of the car.

## General Conditions

For the purpose of these conditions any reference to you or your shall be deemed to include any Insured Person

## Legal Costs -

a) All reasonable and necessary costs chargeable by the Representative on a standard basis, or in accordance with the Predicable Costs scheme if this applies, up to the Limit of Indemnity.

Explanatory note: The Predicable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £10,000. The rules set out how legal fees are calculated for these cases.

b) We will also pay the costs incurred by any Third Party in civil cases if the Insured Person has been ordered to pay them, or pays them with our agreement, up to the Limit of Indemnity.

**Limit of Indemnity** - In respect of each Qualifying Accident the sum of £100,000.

**Period of Insurance** - The period of cover we have agreed to cover the Insured Person for as shown on the current Schedule.

**Qualifying Accident** - An accident, occurring in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, which causes loss or damage to an Insured Vehicle or it's contents or injury to an Insured Person, which we reasonably believe could be shown to have been caused to a greater extent by the fault of the Third Party than by the fault of the Insured Person except for a claim for Approved Charges in which case we must reasonably believe it could be shown to have been caused solely by the Third Party.

**Representative** - A solicitor, counsel or claims handler whom we approve, appointed under the terms and conditions of this policy to pursue the Claim.

**Third Party** - The driver(s), owner(s) or any other person(s) responsible for a vehicle insured against third party risks (other than the driver of the Insured Vehicle).

**We, our, us** - Highway Insurance Company Limited trading as Highway Insurance.

**You, your** - The person named as the policyholder.

## 2. We may

a) Even before (i) full and final settlement of a Claim or (ii) any payment is made hereunder, or (iii) after payment of a sum pursuant to clause 2c, exercise all rights and clauses accruing to you and take over and conduct in your name the prosecution, pursuit or settlement of any Claim and/or the defence of any claim made against you arising out of a Qualifying Accident;

b) Refuse any further cover if you do not accept what is a reasonable offer to settle a Claim;

c) Pay you all or part of the amount of a Claim and if so, we may choose whether or not to pursue recovery of that sum;

d) Cancel this insurance by giving you 21 days written notice and refund an appropriate proportion of the premium; this will not affect any Claims being handled by the Representative before cancellation;

e) Settle a Claim on such terms as we consider fit even if this means that you are unable to pursue losses arising from the Qualifying Accident if you fail to give instructions to us or the Representative despite three written requests;

f) Pay any cheques made out in your name into our bank account if they include any amount covered by this policy, even if they are marked 'Account Payee Only' or similar or include other money due to you. If this happens we will immediately send the other money to you;

## 3. Insufficient Prospects of Success

If at any time we consider a Claim has insufficient prospects of success or your interests can be better served by other means we shall write to you explaining our decision and we will not be required to make any further payment in respect of Legal Costs. If there is no barrister's opinion which supports our view, then within seven days of receiving our letter you may write to us to obtain one at your expense. If that opinion does not support our view we will continue the cover for Legal Costs and pay the cost of the opinion.

We and other organisations may also use and search these agencies and databases to help make decisions about the provision and administration of insurance, credit and related services for you and members of your household, trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies, check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity, and undertake credit searches and additional fraud searches.