

## Greenlight Executive Policy Document

Please read this policy carefully to familiarise yourself with the terms and conditions, as well as the claim reporting procedures

### How to claim under this policy

Telephone 0845 873 4901 in respect of a claim under Insured Events 1, 2 & 3. (Fault Hire, Uninsured Loss Recovery and Injury). For a claim under Insured Events 4, 5 & 6 (Motor Prosecution, Licence Protection, Motor Contract and Tax Protection) telephone ARAG plc on 0117 9171698.

### What happens if I change my mind after taking out the Policy?

The Policy provides you with a 14-day reflection period in which to decide whether you wish to continue. Cancellation is fully explained in Condition 8 of the policy wording.

### What happens if the insurer cannot meet its liabilities?

Brit Insurance Limited is covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation up to £2,000 for the first part of the claim, and 90% of the rest in the unlikely event that the Insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

### About Us and Your Insurer

ARAG plc (registration number 452369) and Brit Insurance Limited (registration number 202898) are authorised and regulated by the Financial Services Authority and this can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. ARAG plc is authorised to administer this insurance on behalf of Brit Insurance Limited.

### What happens if I have a complaint?

If you have a complaint you should contact The Managing Director, Proximo Ltd, Chantry Court, Sovereign Way, Chester CH1 4QN. If you are still not satisfied you may contact ARAG plc, 9 Whiteladies Road, Clifton, Bristol BS8 1NN who will arrange to have your case reviewed at the appropriate level. If the matter is not concluded to your satisfaction, you may refer it to Brit Insurance Limited. If a complaint remains unresolved you may refer it to the Financial Ombudsman Service. They can be contacted at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. telephone: 0845 080 1800  
E-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

ARAG plc and Brit Insurance Limited are covered by the Financial Ombudsman Service

## GREENLIGHT EXECUTIVE POLICY COVER

The cover is administered by ARAG plc and underwritten by Brit Insurance Limited.

## MEANING OF WORDS & TERMS

The following definitions apply to this policy and shall keep the same meaning wherever they appear.

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

### **Appointed Advisor**

The solicitor or other advisor appointed by **us** to act on behalf of the **Insured**.

### **Claims Agent**

Proximo Ltd

### **Conditional Fee Agreement**

The separate agreement between the **Insured** and the **Appointed Advisor** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by **us** before it is entered into.

### **Collective Conditional Fee Agreement**

The separate agreement between the **Appointed Advisor** and **us** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for the **Appointed Advisor's** fees and expenses to be payable on a common basis.

### **Insured**

In respect of Insured Event 1 a full driving licence holder between the age of 23 and 75 who is stated on the Certificate of Motor Insurance in the underlying motor insurance policy taken out by **You**.

In respect of Insured Event 5, Insured Event 6 and Insured Event only, **You** only

In respect of all other Insured Events **You** and any driver or passenger in or on the **Insured Vehicle** with your permission.

### **Insured Vehicle**

The vehicle specified in **your** motor insurance policy and any trailer or caravan attached to it.

### **Insurer**

Brit Insurance Limited

## **Legal Costs & Expenses**

1) In respect of all Insured Events other than as provided for in 2) below

a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis and agreed in advance by **us** or in accordance with the Predictable Costs scheme if applicable

b) Other side's costs incurred in civil claims where the **Insured** has been ordered to pay them or pays them with **our** agreement.

The Predictable Costs scheme applies to any road traffic accident occurring where damages of less than £10,000 are negotiated prior to the issue of proceedings.

2) In respect of Insured Events 3 & 6 where the claim is brought within England & Wales and falls outside the jurisdiction of the **Small Claims Court** reasonable legal costs reasonably and proportionately incurred by the **Appointed Advisor** on the Standard Basis and agreed in advance by **us**.

#### **Limit of Indemnity**

In respect of Insured Event 1 the maximum **Replacement Hire Period** shall be 14 continuous days in respect of claims under a Comprehensive policy, or 7 continuous days in respect of Third Party, Third Party Fire & Theft policy.

For all other Insured Events £100,000 which shall be the maximum **Legal Costs & Expenses** payable by the **Insurer** in respect of all claims related by time or original cause.

#### **Motor Insurer**

The Insurer providing indemnity for loss of or damage to the **Insured Vehicle** arising out of an Insured Event

#### **Period of Insurance**

The period as shown in the policy to which this Policy attaches

#### **Reasonable Prospects of Success**

In civil and criminal claims, where the **Insured** has a greater than 50% chance of successfully pursuing or defending the claim. If the **Insured** is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

In motor prosecution claims where the **Insured** pleads guilty, there is a greater than 50% chance of successfully mitigating the **Insured's** sentence or fine

In all claims involving an appeal, where the **Insured** has a greater than 50% chance of being successful

#### **Replacement Hire Period**

A maximum of 14 continuous days in respect of claims under a Comprehensive policy, or 7 continuous days in respect of Third Party, Third Party Fire & Theft policy, or for the period of repair, whichever comes first. The **Replacement Hire Vehicle** must be returned when the repair has been completed and at all times no later than the maximum period of hire permitted under this policy.

#### **Replacement Hire Provider**

The hire provider appointed by **Us** to supply a **Replacement Hire Vehicle** to the **Insured**

#### **Replacement Hire Vehicle**

A vehicle as decided by **Us** or agents on our behalf supplied to an **Insured** in the event of a claim under this policy

#### **Replacement Hire Vehicle Costs**

The costs of a **Replacement Hire Vehicle** following an Insured Event for the **Replacement Hire Period** to the **Insured**

#### **Small Claims Court**

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999

### **Territorial Limit**

In respect of Insured Event 1, 4, 5, 6 & 7 The United Kingdom, Channel Islands and the Isle of Man

In respect of Insured Events 2 & 3 The United Kingdom, Channel Islands, the Isle of Man and countries in the European Union

### **We/Us/Our**

ARAG plc (who are authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, Brit Insurance Limited) and their authorised **Claims Agent** acting on their behalf.

### **You/Your**

The person who has taken out this policy and any person and who has paid or promised to pay the premium

## **WHAT IS COVERED**

Following an Insured Event the **Insurer** will pay the **Insured's Legal Costs & Expenses** and **Replacement Hire Vehicle Costs** up to the **Limit of Indemnity** provided that:

- 1) the claim
  - always has **Reasonable Prospects of Success**
  - is reported to **us**
    - during the **Period of Insurance**
    - immediately after the **Insured** first becomes aware of circumstances which could give rise to a claim under this policy
- 2) the **Insured** always agrees to use the **Appointed Advisor** nominated by **us** in any claim
  - falling under the jurisdiction of the **Small Claims Court**, and/or
  - prior to the issue of proceedings
- 3) any proceedings or hearing are dealt with by a Court or any other body that **we** agree to, in the **Territorial Limit**
- 4) in respect of a claim under Insured Events 3 & 6 the **Insured** enters into a **Conditional Fee Agreement** with the **Appointed Advisor** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement** with **us** if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**
- 5) in respect of a claim under Insured Event 1
  - a) **we** (or the **Claims Agent** acting on **Our** behalf) decide the type of **Replacement Hire Vehicle**
  - b) **we** decide the company that will supply the **Replacement Hire Vehicle** in any claim and the **Insured** meets their standard requirements, terms and conditions for provision of a vehicle
  - c) **we** appoint and instruct the repairing garage to effect the vehicle repairs
  - d) **we**, at **our** discretion, may make a retrospective daily payment of **£40 for a maximum of 7 days** or the repair period, whichever is sooner, in lieu of providing a **Replacement Hire Vehicle** following the submission to **Us** of the signed Customer Satisfaction Note from the Insured confirming the repairs have been effected satisfactorily
  - e) the **Insured** is aged between 23 and 75 years of age
  - f) the **Insured** can only make a maximum of two claims under this policy in relation to Insured Event 1

## **INSURED EVENTS**

### **1) Fault Hire**

A road traffic accident or vehicle fire involving the **Insured Vehicle** which results in damage to or Theft of the **Insured Vehicle** provided that entitlement to payment by the **Insurer** ends when the earliest of the following events occurs:

- a) repairs to the **Insured Vehicle** have been completed
- b) four working days after the **Insured** receives a cheque from their **Motor Insurer** in settlement of a claim for loss of or relating to the **Insured Vehicle**
- c) an **Insured** receives an offer of settlement from their **Motor Insurer** which **we** believe is reasonable but which **you** reject
- d) the **Insured** is offered or entitled to the use of a suitable courtesy vehicle from any other source
- e) the **Insured's Motor Insurer** refuses their claim for loss of or damage relating to the **Insured Vehicle**
- f) expiry of the **Replacement Hire Period**

### What is not covered under Insured Event 1

The **Insured** is not covered in respect of any claim arising from or relating to

1. any claim reported to **Us** more than 5 days after the Insured Event
2. any claim after the **Insured** has already made two claims which have been accepted under the policy during the same **Period of Insurance**
3. any claim where the **Motor Insurer** refuse to provide indemnity due to a breach of the terms of the underlying motor insurance policy
4. any claim relating to windscreen damage only
5. all fuel, fares and fines relating to the **Replacement Hire Vehicle**
6. any claim where the **Motor Insurer** does not provide cover under the terms of the underlying motor insurance policy
7. any further hire charges due after the first fourteen days hire in respect of Comprehensive Policies and 7 days in respect of Third Party, Third party Fire & Theft, or more than 72 hours after payment is received under the terms of the underlying motor policy, whichever occurs first
8. any claim when at the time of the Insured Event the **Insured Vehicle**:
  - a) was unroadworthy; or
  - b) did not have a valid Vehicle Test Certificate as required by law; or
  - c) was not insured for the event that caused the loss of use; or
  - d) **Your Motor Insurer** subsequently refuses to indemnify **you** for the loss.
9. any claim where the **Motor Insurer** or where applicable the repairer refuses **Us** access to the relevant information that **we** may reasonably require
10. sea transit charges for the delivery and collection of the **Replacement Hire Vehicle**
11. any excess payable in the event of a claim involving the **Replacement Hire Vehicle**

### 2) Uninsured Loss Recovery

An event not covered by your insurance which causes loss or damage to the Insured Vehicle and/or personal property in it, which can be recovered from another party. For example your excess, property in your car, loss of wages.

### 3) Personal Injury

An event causing the **Insured** personal injury whilst in or on an **Insured Vehicle**

### 4) Legal Defence

An event leading to a motoring prosecution being brought against the **you** except relating to a parking offence

### 5) Licence Protection

Representing **you** following a notice by the relevant authority to alter, suspend, revoke or refuse to renew **your** taxi driver's licence

## 6) Motor Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by **you** relating to the use or ownership of the **Insured Vehicle** provided that the amount in dispute is greater than £100, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £100

## 7) Tax

A formal aspect or full enquiry into the **your** personal tax affairs provided that all returns are completed and have been submitted within the statutory timescales permitted

### What is not covered under Insured Event 7

Any claim arising from or relating to

1. an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
2. an investigation under the Civil Investigation of Fraud procedure
3. the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements
4. a tax avoidance scheme

### What is not covered under all Insured Events of this Policy

The **Insured** is not covered for any claim arising from or relating to:-

1. **Legal Costs & Expenses** or **Replacement Hire Vehicle Costs** incurred before **We** accept a claim
2. any event occurring prior to the inception of this policy, and which **you** knew or ought reasonably to have known could give rise to a claim under this policy
3. any claim arising from a deliberate or criminal act or omission by an **Insured** which we deem to be of fraudulent or false nature
4. any claim when at the time of the Insured Event the **Insured** did not hold or was disqualified from holding a valid driving licence
5. any act of God, war, riot or civil commotion
6. unlawful use of drink or drugs
7. any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist
8. a settlement due under an insurance policy
9. fines, penalties or compensation
10. a dispute with **us** or the **Insurer** not dealt with under Condition 6
11. Group Litigation Orders
12. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;  
b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof  
c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.  
d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed  
e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **Insurer** alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the **Insured**;

## POLICY CONDITIONS APPLYING TO THIS POLICY

Failure to keep to any of these conditions may lead the **Insurer** to cancel **Your** cover provided by this policy, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** and **Replacement Hire Vehicle Costs** from **You** should this occur

### Conditions applicable to Insured Event 1

1. The **Insured** must pay a security/fuel deposit when the **Replacement Hire Vehicle** is delivered to them. This is refundable provided the **Replacement Hire Vehicle** is free from damage and Penalty Charge Notices and has the same amount of fuel as when it was delivered to the **Insured**.
2. When the **Replacement Hire Vehicle** is delivered to the **Insured**, the **Insured** will need to produce their full current driving licence and personal identification
3. The **Insured** will arrange Comprehensive insurance for the **Replacement Hire Vehicle** during the hire period if for any reason the **Replacement Hire Provider** cannot provide insurance cover. In this instance the **Insured** must provide evidence of the insurance cover in the form of a cover note before the **Replacement Hire Vehicle** can be released to them
4. The **Insured** must notify **Us** of a potential claim as soon as practically possible and at least within 5 days of the Insured Event and provide all information and proof as **We** reasonably require
5. The **Insured** must co-operate fully with **Us** and the **Replacement Hire Provider** at all times
6. The **Insured** must co-operate fully with their **Motor Insurer** and provide all information and proof it may require to process the claim against it
7. The **Insured** must take all reasonable steps to minimise all **Replacement Vehicle Hire Costs**
8. **We** must give the **Insured Our** written consent to incur any **Replacement Hire Vehicle Costs** The **Insurer** does not accept any liability for **Replacement Hire Vehicle Costs** incurred without **Our** written consent.
9. The **Insured** must notify **Us** within 24 hours of:
  - a) receiving an offer of settlement from their **Motor Insurer** or any third party
  - b) receiving a settlement cheque from their **Motor Insurer** or any third party
  - c) being offered or becoming entitled to a courtesy vehicle from any other source
  - d) rejection of the claim by their **Motor Insurer**
10. All **Replacement Hire Vehicles** are provided by the **Claims Agent**
11. **Replacement Hire Vehicles** are provided in accordance with the **Replacement Hire Provider's** standard requirements, terms and conditions.
12. A **Replacement Hire Vehicle** is only available whilst the **Insured Vehicle** is being repaired or has been declared a write-off by the **Motor Insurer**
13. **We** appoint and instruct the Repairing Garage to effect the vehicle repairs
14. The **Insured** must advise **Us** of all incidents, both fault and non-fault, during the period of insurance and allow **Us** to provide all associated services.

### Conditions applicable to all Insured Events

1. The **Insured's** Responsibilities

An **Insured** must

- a) observe and keep to the terms of the policy
- b) not do anything that hinders **us** or the **Appointed Advisor**
- c) tell **us** immediately after **you** first become aware of any cause, event or circumstances which could give rise to a claim under this policy
- d) tell **us** immediately of anything that may materially alter **our** assessment of the claim
- e) cooperate fully with the **Appointed Advisor** and **us**, give the **Appointed Advisor** any instructions **we** require and keep them updated with progress of the claim
- f) provide **us** with everything **we** need to help **us** handle the claim
- g) take reasonable steps to recover **Replacement Hire Vehicles** and **Legal Costs & Expenses** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **you**

- h) tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **we** require
- i) minimise any **Replacement Hire Vehicles** and **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim
- j) allow the **Insurer** at any time to take over and conduct in the **Insured's** name any claim, proceedings or investigation

## 2. The **Appointed Advisor**

- a) In certain circumstances as set out in 2 c) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **we** shall choose the **Appointed Advisor**.
- b) Where the **Insured** wishes to exercise their right to choose, they should write to **us** with their nominated representative's name and address. The **Insured's** chosen **Appointed Advisor** must agree to act under **our** standard terms of business and cooperate with **us** at all times. **We** may refuse to accept the **Insured's** nomination in exceptional circumstances. If **we** disagree over the appointment of an **Appointed Advisor** then **we** will agree for another suitably qualified person to decide the matter
- c) If **we** agree to start legal proceedings and the court requires any representative to be legally qualified, or there is a conflict of interest, the **Insured** may choose a suitably qualified **Appointed Advisor**. The right of the **Insured** to choose never applies to **Small Claims Court** claims unless there is a conflict of interest.
- d) If the **Appointed Advisor** refuses with good reason to continue acting for the **Insured**, the **Insured** dismisses the **Appointed Advisor** without good reason, or the **Insured** withdraws from the claim without **our** written agreement, cover will end immediately unless **we** agree to appoint another **Appointed Advisor**.
- e) The **Appointed Advisor** must enter into a **Conditional Fee Agreement** with the **Insured** or a **Collective Conditional Fee Agreement** with **us** if a claim under Insured Events 3 & 6 will be decided by a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**
- f) During the course of the relationship with **our** panel of service providers, **we** or the **Claims Agent** may, for particular types of claim, receive a fee from the **Appointed Advisor** to whom the claim is sent. This fee (if it does apply), is a separate arrangement **between us** and the **Appointed Advisor**, and will never compromise **you** or any claim that **you** make under the policy

## 3. **Our Consent**

**We** must give **our** written consent to the **Insured** to incur any **Replacement Hire Vehicles** or **Legal Costs & Expenses**. The **Insurer** does not accept any liability for **Replacement Hire Vehicles** or **Legal Costs & Expenses** incurred without **our** written consent.

## 4. Settlement

- a) The **Insurer** has the right to settle the claim by paying the value of **your** claim
- b) The **Insured** must not negotiate, settle the claim or agree to pay any **Legal Costs & Expenses** incurred without **our** agreement
- c) If the **insured** refuses to settle the claim following
  - (i) a reasonable offer, or
  - (ii) advice to do so from the **Appointed Advisor**the **Insurer** may refuse to pay further **Legal Costs & Expenses**

## 5. Counsel's Opinion

**We** may require the **Insured** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **Insured** then the **Insurer** will pay for the opinion.

6. Arbitration

If there is a dispute between the **Insured** and **us** about the handling of a claim or the choice of an **Appointed Advisor**, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If we fail to agree on a suitable person **we** will ask the president of the relevant Law Society to nominate.

7. Fraudulent Claims

If the **Insured** makes any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under this policy will be forfeited including the premium.

8. Cancellation

- a) **You** may cancel the policy within 14 days of the date of issue of this policy with a full refund of the **insurance premium** paid
- b) **You** may cancel this policy at any time by giving at least 21 days' written notice to **us**. The **Insurer** will refund part of the premium for the unexpired period unless the **Insured** has notified a claim which has been or is subsequently accepted under this Policy in which case no return of premium shall be allowed.
- c) The **Insurer** may cancel the policy at any time by giving at least 21 days' written notice to **you**. The **Insurer** will refund part of the premium for the unexpired period

9. Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This policy will be governed by English Law

10. Data Protection Act

It is agreed by the **Insured** that any information provided to **us** &/or the **Insurer** regarding the **Insured** will be processed by **us** &/or the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

11. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.