



keyfacts[®] and Policy

in association with LAMP
Insurance Company Limited

Service Summary

This service is provided to you as a member of Your Key and provides immediate initial advice on personal injury matters. Insurance relating to personal injuries legal expenses is provided by LAMP Insurance Company Limited and this is summarised below. The solicitor acting for you must be approved by LAMP Insurance Company Limited. This summary does not describe all the terms and conditions which are set out in the policy which follows.

Period of this service and Insurance

This service and insurance is provided in request of any call or incident notified to us while you are a member of Your Key.

Type of insurance and cover provided

The policy of insurance provides cover for your and opponent's legal costs and disbursements up to the policy limit when you are pursuing a specific case in the courts of Great Britain, Northern Ireland, and the Channel Islands.

Significant features and benefits

The main features and benefits of the policy are the payment of your own and opponent's legal costs and disbursements in the event of proceedings in a court that the court orders you to pay them following a final judgment against you, or in the event that the Insurer (LAMP) agrees that your claim should be discontinued.

Significant exclusions or limitations

The primary exclusions and limitations under this policy are that legal costs and disbursements will not be paid where:

- you pursue a claim outside the jurisdictions listed above
- you abandon the claim without the Insurer's or your solicitors consent (see Condition 4)
- your delay or default or failure to give prompt instructions affects the conduct of the claim (see Conditions 1.v and 3.II.e)
- your solicitor fails to comply with the pre-action protocol, the Civil Procedure Rules or an order of the court (see Exclusions VII and IX and Condition 2)
- you seek to enforce a judgment or to appeal without the Insurer's prior written consent (see Condition 1.ii)
- you incurred legal costs and disbursements or became liable for them before the policy began (see Exclusion II)

In no case will payment exceed the limit of indemnity.

Reviewing your cover

You should review the cover provided by any policy of insurance on a regular basis to ensure it remains adequate for your needs.

Your right to cancel

This advice and limited insurance service is provided to you as a member of Your Key at no cost to you. If you do not wish to use this service you are entirely free to exercise this choice but no refund of premium will be made.

Claims procedure

If you or members of your family resident with you wish to pursue a claim to the terms and conditions of the policy you should telephone Your Key using freephone 08000 114 114.

Complaints procedure

The Policy is issued by Your Key to You. Your Key and the approved Solicitor are not Our agents, but should be able to answer any questions and deal with any problems that You may have relating to the interpretation, application or operation of the Policy and Your claim. Should You have any cause for enquiry or complaint, with which Your Key or the Solicitor cannot help, please write to Us quoting the policy number.

The Managing Director, LAMP Insurance Company Limited, 260/262 Main Street, Gibraltar.

Should You remain dissatisfied, the case can, on request, be referred to The Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. This referral service is additional to contractual rights under this Insurance.

Financial Services Compensation Scheme

LAMP is a member of the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.

About LAMP Insurance Company Limited

LAMP is an insurance company underwriting legal expenses insurance out of Gibraltar. LAMP is authorised and regulated by the Financial Services Commission (FSC) in Gibraltar and as such is allowed to trade in the United Kingdom LAMP is also a member of the UK Compensation Fund. LAMP Insurance Company Limited is licensed by the Chief Executive of the FSC in Gibraltar under the Insurance Companies Ordinance to carry on insurance business. The permitted business being accident, sickness, credit, miscellaneous financial loss, legal expenses and assistance.

Accident Legal Expenses Policy

The benefits under this Policy are underwritten by LAMP Insurance Company Limited and apply during the Period of Insurance subject always to the terms, conditions and exclusions contained in this Policy and following payment of the Premium on Your behalf. This Policy is effected in and is subject to the Laws of England and Wales. LAMP Insurance Company Limited is licensed by the Chief Executive of the FSC in Gibraltar under the Insurance Companies Ordinance to carry on insurance business. Unless We specifically agree in writing, this Policy is not transferable.

You are a member of Your Key. Your Key will provide You with the security of this Policy in return for their payment to Us of the premium on Your behalf. This Policy should be read carefully and should be kept in a safe place.

Signed for LAMP Insurance Company Limited

Stephen Quinn
Managing Director

1. MEANING OF WORDS

Wherever the following words and phrases (shown here in **BOLD**) appear in this Policy they will always have these meanings:

CLAIM: an Insured Person's Claim for compensation for Personal Injury;

DISBURSEMENTS: Payments reasonably and properly incurred in pursuing Your Claim, paid either by You or Your Solicitor;

FAST-TRACK: a case which is likely to be or has been allocated to the Fast-Track under the rules of the Civil Procedure Rules 1998;

GEOGRAPHICAL LIMITS: Great Britain, Northern Ireland and the Channel Islands;

INSURED PERSON YOU/YOUR: the person for whom the applicable Premium has been paid to Us and whose details have been returned to Us in an agreed manner (and, in appropriate cases, his / her personal representative), together with his/her spouse or common law partner and children under 21 years of age normally residing at the Insured Person's home. For claims arising directly from a Road Traffic Accident, this will also include any passenger who is in or on the Insured Vehicle with Your permission;

MULTI-PARTY ACTION: a case where a number of claimants are pursuing the same or a similar action against one opponent or one set of opponents alleging the same cause of action;

MULTI-TRACK: a case which is likely to be or has been allocated to the Multi-Track under the rules of the Civil Procedure Rules 1998;

OPONENT: The party or parties from whom an Insured Person is claiming compensation;

OPONENT'S COSTS: The costs and disbursements including VAT of the Opponent's solicitors properly incurred in the defence of a Claim;

PERIOD OF INSURANCE: a period of twelve months from the date of commencement of Your Key membership, and thereafter as notified by Your Key;

PERSONAL INJURY: the impairment of an Insured Person's physical or mental condition following an accident for which he or she claims compensation of a sum that falls within the Fast-Track or Multi-Track limits, including the death of any person on whose behalf an Insured Person is pursuing a claim as a personal representative;

POLICY LIMIT: £100,000 inclusive of Value Added Tax in total for all Insured Persons in connection with any one event giving rise to a claim;

REASONABLE PROSPECTS OF SUCCESS: the likelihood that the amounts an Insured Person is

awarded (and reasonably expects to obtain) will exceed the cost of obtaining them, together with any amounts awarded against him or her;

SOLICITOR: a solicitor We approve;

TEST CASE: a case being pursued by one or more claimants against one opponent or one set of opponents on behalf of and/or as an example case for other claimants intending to pursue or pursuing an action which is fundamentally similar to or the same as the test case.

WE, OUR or US: LAMP Insurance Company Limited of 260/262 Main Street, Gibraltar or its agents appointed to handle legal expenses claims under this Policy;

MASTER POLICYHOLDER: Mark Thompson Law and such solicitors as We approve.

1. LEGAL EXPENSES

What is covered:

- Opponent's Costs following a final order by the Court to pay them or an agreement of the equivalent effect made with You;
 - Opponent's Costs and any unrecovered Disbursements from the last possible date of acceptance of a Part 36 offer or payment into court made by the Opponent, following an award of compensation in the Claim which is less than or equal to such offer or payment and an order by the Court for an Insured Person to pay those Costs or an agreement of an equivalent effect made with You;
 - Opponent's Costs following an order by the Court to pay them or an equivalent agreement to pay them if the Insured Person, the Solicitor, and We agree to discontinue the Claim;
 - Disbursements following a final judgement of the Court against an Insured Person or an agreement by the Solicitor, an Insured Person and Us to discontinue or abandon the Claim unless the Solicitor agrees to be responsible for those disbursements;
 - Your own legal costs incurred with Our prior written authority;
- and in any such case, up to the Policy Limit.

What is not covered:

- pursuing a Claim if We consider:
 - that it does not have Reasonable Prospects of Success; or
 - that an offer received from a third party is a reasonable settlement of the Claim, whereupon We shall advise You accordingly, and shall not be obliged to initiate or continue Your cover under this Policy other than implementing, if accepted, the terms of the offer;
- Opponent's Costs in respect of an interlocutory order made against You as a result of an application to which We have not given prior written consent in a case where the Insured Person has ultimately been successful, unless the amount of costs ordered against the Insured Person exceeds the amount of damages he / she has been awarded;
- Your own Counsel's fees;
- amounts in excess of the Policy Limit and / or incurred without Our prior written authority;
- a claim made or arising from an incident occurring prior to the commencement of the Period of Insurance or which has not been notified to Us within 90 days of the commencement of the incident giving rise to it;
- amounts which a Court of Criminal Jurisdiction orders to be paid;
- claims made or considered against Us or our agents;
- payment by Us of Your travelling expenses, subsistence allowances or compensation for absence from work;
- applications under the Human Rights Act, for a judicial review, an appeal or to enforce a judgement or legally binding decision, unless We have given prior written authority;
- any amounts if You withdraw instructions from the Solicitor or withdraw from the legal

- any amounts covered (or which, but for the existence of this Policy, would have been covered) under any other policy of insurance;
- any amounts arising out of a Claim if: (i) it is or becomes, is linked with or intended to follow a Test Case; or (ii) it is or becomes, or which could or should be pursued as part of a Multi-party Action;
- a Claim that either was or the court has indicated that it should have been, pursued in the small claims track of the Civil Procedure Rules;
- any increase in amounts claimed from Us arising from significant delay or default by an Insured Person which, in Our reasonable opinion, affects the conduct of the Claim;
- amounts which arise from failure, in pursuing a Claim, to comply with an Order of the Court or a Pre-action Protocol.

2. THE THINGS YOU MUST DO TO KEEP THIS POLICY VALID

- You must tell Us in writing as soon as reasonably possible and, in any event within 90 days, about any incident which could result in a claim being made under this Policy.
- You must:-
 - give Us proper instructions, and provide Us with information at Your expense;
 - not do anything to prejudice a Claim.
- You must advise Us of any other legal expenses insurance which would cover an action for which We provide indemnity and in such event We will only pay a proportion of the legal costs and expenses.
- We shall have complete control over the legal proceedings, although You do not have to accept the solicitor nominated by Us once proceedings are contemplated. If You are unable to agree with Us on a suitable solicitor, We will ask the Law Society to name another solicitor. This nomination must be accepted. In the meantime We may appoint a solicitor to act on Your behalf to safeguard Your interests.
- Unless You are acting with Our prior written authority, We will not be bound by any promise or undertaking he or she gives to the solicitor.
- Our decision under 1a) that a Claim does not have Reasonable Prospects of Success may be challenged by asking Us to commission (at Your expense) an independent barrister's opinion on the matter: if the opinion supports Our action, You shall bear the cost of it, but if it does not, We shall, and shall also continue to pursue the claim under the Policy.

3. GENERAL CONDITIONS

3.1 Observance

It is a condition precedent to Our liability to make any payment under this Policy, that You duly observe and perform all the terms and conditions applicable to You.

3.2 Subrogation

We may at Our own expense take proceedings in Your and / or an Insured Person's name to recover compensation or secure an indemnity from any third party in respect of any sums paid or incurred under this Policy and any amount so recovered or secured shall belong to Us.

3.3 Disputes

If any dispute arises as to interpretation of this Policy or the rights and obligations under it, We offer You the option of resolving this using the Arbitration procedure We have arranged. Please see the details shown in the Complaints Procedure. Using this service will not affect Your legal rights.

3.4 Misrepresentation

If any fraud, misrepresentation or concealment is involved in Your obtaining this Policy or benefits

under it, it shall be void, the premium in respect thereof shall be forfeited and We may recover from You any amounts We have already paid or incurred.

3.5 Cancellation

We may cancel this insurance at any time by providing 14 days notice in writing to You and / or the Master Policyholder at his/her last known address.

4. COMPLAINTS PROCEDURE

The Policy is issued by Your Key to You. Your Key and the approved Solicitor are not Our agents, but should be able to answer any questions and deal with any problems that You may have relating to the interpretation, application or operation of the Policy and Your claim. Should You have any cause for enquiry or complaint, with which Your Key or the Solicitor cannot help, please write to Us quoting the policy number.

The Managing Director, LAMP Insurance Company Limited, 260/262 Main Street, Gibraltar. Should You remain dissatisfied, the case can, on request, be referred to The Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. This referral service is additional to contractual rights under this Insurance.

5. MAKING A CLAIM

- To make a claim please contact Your Key on **08000 114 114** and you will be advised how to proceed, or write for a claim form at the following address: Mark Thompson Law at 1 Emperor Way, Exeter Business Park, Exeter EX1 3QS. We will not be bound to pay any legal costs and expenses until We have accepted the claim in writing.
- Please quote the policy number and do not forward any documentation until requested to do so.
- If after receiving a claim We decide that a reasonable settlement is unlikely to be obtained or Your interests are better served by another course of action, then We will advise Our reasons.

6. DATA PROTECTION NOTICE

We collect and maintain personal information in order to underwrite and administer the Policies that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

All such information will be protected from accidental or unauthorised disclosure. We will only reveal it if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this Policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form. Enquiries in relation to data held by LAMP Insurance Company Limited should be directed to Data Protection, LAMP Insurance Company Limited, 260/262 Main Street, Gibraltar.

For all other assistance please contact Your Key on **08000 114 114**.

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