



one
insurance



One insurance
After The Event Legal Expenses
Policy Booklet

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Your After The Event Legal Expenses Policy

You should read this policy, the schedule and endorsements as one contract. It is our agreement with you, based on the information you give to us and on the information in your proposal or statement of facts.

In return for your premium we will give you our Motor Legal Protection cover as stated on your policy schedule. This will be in line with the sections of this policy document, which are shown as operative on your schedule.

Conflicts of Interest Disclosure

One Insurance Limited and OCL Solicitors are owned by directors who, in some cases, are also directors of One Call Insurance Services Limited, your insurance broker.

Our Promise to You

To avoid any misunderstanding, all our information to you will be in plain English. We promise to be fair and reasonable whenever you need the protection of this policy and we will always act quickly with your interests in mind.

Signed for and on behalf of ONE Insurance Limited



Josh Barnsdale
CEO
ONE Insurance Limited

Data Protection

We are fully committed to making sure that your data is protected. We meet with data protection laws and apply high levels of security when processing your data.

Full information about how we handle and process your data can be found in our Data Protection Notice which you should read. The notice is sent along with your policy documents.

If you need a copy of the Data Protection Notice, or if you have any questions about how we handle and process your data, please contact our Data Protection Officer at DPO@Onecalldirect.co.uk or write to us at Data Protection Officer, One Call Insurance, First Point, Balby Carr Bank, Doncaster, DN4 5JQ

Definitions

Claim	Your claim for compensation or other remedy against your opponent or such a claim by them against you
Excess	The first amount of any claim you are liable to pay to us as shown in the schedule (if applicable).
Funding agreement	<p>a) A conditional fee agreement, which is an agreement in writing between you and your solicitor or barrister for paying their professional fees which is an enforceable conditional fee agreement that complies with Section 58 of the Courts and Legal Services Act 1990 (as substituted and inserted by Section 27 Access to Justice Act 1999), or</p> <p>b) A damages-based agreement, which is an agreement in writing between you and your solicitor for paying their professional fees in compliance with the Damages-Based Agreements Regulations 2013, or</p> <p>c) Any other funding arrangement with your solicitor and agreed by us in writing.</p>
Insurance premium	<p>The premium payable for this insurance, including insurance premium tax at the prevailing rate at the time the premium is paid to us, which becomes due and payable as soon as you obtain successful judgment or you reach agreement with your opponent to settle the claim in your favour (whichever happens sooner). The level of insurance premium you must pay depends on the stage which your claim has reached when it concludes, as shown in the schedule.</p> <p>Your solicitor will tell you the insurance premium that applies when you apply for this policy and will send you a further schedule stating the insurance premium that applies if your claim reaches a further stage.</p>
Insurer	One Insurance Limited
Opponent	The party or parties against whom you are claiming compensation or other remedy or the party or parties claiming compensation or other remedy against you.
Opponent's legal cost	The legal costs, disbursements and barrister's fees (and their insurance premium if recoverable from you) of your opponent that you are liable to pay.
Period of insurance	Starts from the date stated in your schedule and unless Condition 9 of this policy applies lasts for the duration of your solicitor's retainer with you.
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.
Solicitor	The solicitor with whom you have entered into a funding agreement in relation to your claim.
You/your	The person who has taken out this policy.
We/us/our	One Insurance Limited is licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission (company number 123555) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (998980)

Our Commitment to the Environment

One Insurance Limited is committed to making less paper waste by asking our customers to read their insurance papers online. If you need a paper copy of your insurance documents please get in touch with your insurance broker.

Territorial Limits

Except where we say otherwise your insurance applies in Great Britain and Northern Ireland.

Disclaimer

We may add to, change, end, remove or suspend any term or condition of cover, temporarily or permanently, as reflected from our consumer feedback, at any time, without notice and liability. All prices and details published in this information booklet are correct at the time of printing and are subject to change without notice. New terms apply as soon as they are posted.

Period of Cover:

The cover runs in line with your main motor insurance policy dates.

OCL Solicitors are authorised to deal with all claims for One Insurance Limited. If you are unhappy with the service received from One Call Claims Limited, please write to One Call Claims Limited, Unit 1, Carolina Court, Doncaster, DN4 5RA

Please give our operator the following information:

- Your name.
- The first line of your address.
- The incident date.
- Your claim reference number.
- Registration number of your vehicle.

After The Event Legal Expenses

Without One Insurance After The Event insurance you may be exposed to legal costs such as the expenses that your solicitor will have to pay to assess your claim and any further expenses incurred during the course of your claim. A typical example of this would be an expert's report. These costs can be met by this policy at the end of your claim, if they are not recovered from your opponent.

Other costs that you could be liable are those of your opponent if you should lose or win lower damages than your opponent offers you to settle your claim.

What is insured?

1. The insurer will pay your opponent's legal costs if:
 - a. court orders you to pay them following a judgment made against you; or
 - b. your claim is discontinued by written agreement between us, you and your solicitor provided your opponent has a right to recover their legal costs; or
 - c. your claim is successful but the damages you are awarded are less than, or deemed by the court not to be more advantageous than, any Part 36 offer made by your opponent; or
 - d. a court makes a final judgment in your favour, unless under 1 c) above, but orders you to pay them.
2. The insurer will pay your solicitor's reasonable disbursements other than barrister's fees, reasonably, proportionately and properly incurred by your solicitor on the Standard Basis:
 - a. following a judgment made against you by a court where such disbursements have been incurred
 - b. directly in relation to the action or part thereof for which judgment has been given against you;
 - c. if your claim is discontinued by written agreement between us, you and your solicitor; or
 - d. your claim is successful but the damages you are awarded are less than, or deemed by the
 - e. Court not to be more advantageous than, any Part 36 offer, or payment into court made by your opponent provided any disbursements claimed were incurred after the Part 36 offer was rejected.
3. The insurer will pay your reasonable disbursements, reasonably, proportionately and properly incurred by your solicitor on the Standard Basis, reasonable barrister's fees (where the barrister is not acting under a conditional fee agreement or damages based agreement) if a court makes a final judgment or a consent order is granted in your favour, except as under 1 c) or 2 c) above, but:
 - a. your opponent cannot pay what the court orders them to pay, or
 - b. the court makes no order as to costs.
4. The insurer will pay the insurance premium where your claim arises from a bodily injury and
 - a. you have the right to recover the insurance premium from your opponent because your claim is successful but you cannot recover the insurance premium in full
 - i. You win but your opponent cannot pay what the court orders them to pay or
 - ii. You have a legal right to recover your insurance premium and the court makes no order as to costs.

The most the insurer will pay under this policy is £50,000 unless otherwise stated in the schedule. Any payment made under this policy will be made to your solicitor or your opponent's solicitor

What is not insured?

You are not covered for any claim under this policy arising from or relating to:

1. costs incurred before you entered into the funding agreement unless otherwise agreed by us at the time your cover started
2. any contract or debt claim falling under What is insured 3a)
3. any claim that is or is likely to be allocated to the small claims court
4. you discontinuing, abandoning, withdrawing your claim without your solicitor's and our specific written agreement
5. enforcement proceedings
6. a counter-claim against you or an appeal you make against the final judgment or court order
7. fines, penalties or compensation awarded against you
8. any agreement by you or your solicitor to pay opponent's legal costs without our written agreement
9. any action relating to costs or insurance premium recovery
10. An application for Security for Costs
11. Costs in excess of your proportionate share of common costs where your claim forms or becomes one of a number of similar claims arising from or linked to the same originating cause and or opponent.

Policy Conditions

Failure to keep to any of these conditions may lead the insurer to cancel your policy, and withdraw from your claim. The insurer also reserves the right to recover from you any payments it has made under this policy should this happen.

1. Your responsibilities

You must:

- a. Observe and keep to the terms of this policy
- b. Not do anything that hinders us or the solicitor
- c. tell us immediately of anything that may materially alter our assessment of the claim
- d. cooperate fully with the solicitor and us, give the solicitor any instructions required and keep them updated with progress of the claim
- e. provide us with everything we need to help us handle your claim
- f. take reasonable steps to recover any costs that the insurer pays and pay to the insurer all costs that are recovered should these be paid to you
- g. pay to the insurer the insurance premium for your policy (including the applicable insurance premium tax) and, following judgment or agreement with your opponent to settle the claim, interest that shall become payable on the insurance premium at a rate of 8% per annum (calculated on a daily basis)
- h. tell the solicitor to have the legal costs & expenses assessed or audited if we require
- i. minimise anything that the insurer has to pay and try to prevent anything happening that may cause a claim under this policy
- j. allow the insurer at any time to take over and conduct in your name the claim, proceedings or investigation
- k. notify us in writing if you want to change your solicitor
 - i. if we give our written consent to changing your solicitor before the start of legal proceedings
 - ii. if legal proceedings are to be started or there is a conflict of interest and you exercise your right to choose another solicitor, the benefit of this policy will be transferred to the funding agreement with your new solicitor

If we disagree with you about changing your solicitor before the start of legal proceedings but you still change your solicitor, you may do so but unless there is a conflict of interest the benefit of this policy will not be transferred to the funding agreement with your new solicitor

2. The Solicitor

Your solicitor must always agree to act under our standard terms of business and cooperate with us at all times.

3. Consent

The insurer will not pay legal costs & expenses that have been incurred without our written consent. You must agree to us having sight of your solicitor's file relating to your claim. You are considered to have provided consent to us or our appointed agent to have sight of your file for auditing and quality control purposes.

4. Settlement

- a. We have the right to settle any claim by paying the reasonable value of your claim.
- b. You must not negotiate, settle the claim or agree to pay any costs incurred without our written agreement.
- c. If you refuse to settle the claim following:
 - i. a reasonable offer, or
 - ii. Advice to do so from your solicitor the insurer may refuse to pay any claim under the policy.

5. Barrister's opinion

Where we believe that your claim does not have a better than 50% chance of succeeding, or there is a dispute over the value of your claim, we may require you to obtain and pay for an opinion from a barrister. If the opinion supports you then the insurer will reimburse your reasonable costs in obtaining it.

6. Disputes

If there is a dispute between you and us about the handling of your claim you can make a complaint to us as described on the back page of this policy. We will try to resolve the matter. If we are unable to satisfy your concerns you can ask the legal Ombudsman Service to arbitrate over your complaint.

If your complaint cannot be reviewed by the legal Ombudsman Service it will be referred for arbitration to an independent solicitor agreed jointly between you and us. If an independent solicitor cannot be agreed upon, an arbitrator will be appointed by the President for the time being of the Law Society of England and Wales. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding.

7. Other insurance

The insurer will not pay any claim covered by another policy, or any claim that would have been covered by another policy if this policy did not exist. If there is another policy issued by a different insurer that provides cover for your claim, the amount that is insured under that policy as specified in the schedule must have been paid and the limit of indemnity exhausted before your cover with us can be called upon to make any payment. Should such other policy not respond to your claim for whatever reason this policy will only pay in excess of the monetary amount that would have been payable under any other legal expenses policy (or policies) had such other policies responded.

8. Fraudulent claims and claims tainted by dishonesty

- a. If you make a claim which is fraudulent or false this policy shall become void and all benefit under it will be forfeited.
- b. At all times you shall be entirely truthful and open in any evidence, disclosure or statement you give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that you have breached this condition and that the breach has:
 - i. Affected our assessment of whether we believe it is more likely than not that your claim will be successful, and/or
 - ii. Prejudiced in any part the outcome of your claim the insurer shall have no liability for opponent's legal costs under this policy irrespective of whether the breach has or is likely to have made a difference to the outcome of any part of your claim.

9. Cancellation

- a. You may cancel the policy within 14 days of its issue and you will not be liable to pay the insurance premium.
- b. If your claim is withdrawn by written agreement between us and your solicitor within 90 days of the start date of your policy:
 - i. Your policy is then treated as never having come into force; and
 - ii. You will not be liable to pay your insurance premium; and
 - iii. The insurer will be entitled to recover from you any payments made under your policy; and
 - iv. The insurer will not be liable to make any payment under this policy.
- c. The insurer will cancel this policy immediately without any refund of the insurance premium, and will reclaim any payments made under this policy, if:
 - i. You fail without good reason to meet any of your responsibilities under this policy; or
 - ii. Your solicitor refuses, with good reason, to act further for you; or
 - iii. Without good reason, you dismiss your solicitor.
- d. The insurer may cancel the policy immediately, if:
 - i. Your funding agreement ends for whatever reason, or
 - ii. Your solicitor terminates their retainer with you
 - iii. We believe your claim is unlikely to be successful

10. Acts of Parliament & Jurisdiction

All Acts of Parliament within this policy shall include any subsequent and/ or amending legislation. This policy will be governed by English Law.

11. Data Protection Act 1998

We are fully committed to ensuring that your data is protected. We comply with Data Protection Laws and apply high levels of security when processing your data.

Full information about how we handle and process your data can be found in our Data Protection Notice which we highly recommend you read. The notice is sent along with your policy documents.

If you require a copy of the Data Protection Notice or if you have any questions about how we handle and process your data, please contact our Data Protection Officer at DPO@Onecalldirect.co.uk or alternatively write to us at Data Protection Officer, One Call Insurance, First Point, Balby Carr Bank, Doncaster, DN4 5JQ

12. Contracts (Rights of Third Parties) Act 1999

A person who is not a 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.

13. Payment to funders

Any payments made by the insurer under this policy shall be applied first to pay your liabilities to any funder whose interest is noted on the schedule in priority to any other payment for which you are liable

The laws that apply to this contract

Unless we agree with you to apply the laws of another country, English Law will apply to this contract. All communications will be in English. All disputes arising out of this contract will be subject to the exclusive jurisdiction of Courts of England and Wales.

One Insurance Limited is licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission (company number 123555) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (998980)

What if You Have a Complaint?

Step 1:

We ask that you contact the right company during the hours of 9:00am to 5:30pm Monday to Friday:

- If you would like to lodge a complaint about the selling of an insurance policy, the first step is to contact OCL Solicitors contact centre: [01302 558606](tel:01302558606)
- If you would like to lodge a complaint about the handling of a claim, the first step is to contact One's Claims Handler (i.e. One Call Claims): [01302 552316](tel:01302552316)
- If you would like to complain about the terms and conditions of the policy cover, the first step is to contact the insurer (i.e. One Insurance Limited): [01302 495810](tel:01302495810) (Gibraltar)

All staff have been trained to give a high level of service and will try to resolve any matter where possible. If the advisor is unable to reach a satisfactory resolution for you, they will refer you to the right Line Manager who will also try to resolve your complaint. You can also register your complaint to the Complaints Handling Manager directly:

Selling Complaints	Terms and Conditions Complaints	Claims Complaints
The Complaints Handling Manager OCL Solicitors First Floor, Unit 1 Carolina Court Doncaster DN4 5RA	Suite 913 Europort Europort Road Gibraltar GX11 1AA	The Complaints Handling Manager One Call Claims Unit 1 Carolina Court Doncaster DN4 5RA

We aim to resolve your complaint within 24 hours of when we receive it; however, if this is not possible then we will acknowledge your complaint within five working days. A written final resolution letter will be sent to you once all investigations are complete and within eight weeks of receiving your complaint. At which point we will then close our file. If, however, you stay dissatisfied at this stage please go to step 2.

Step 2:

You have the right to refer your complaint to an approved dispute resolution facility run by the Financial Ombudsman Service, either on receipt of our final resolution or eight weeks from the date you told us you were dissatisfied.

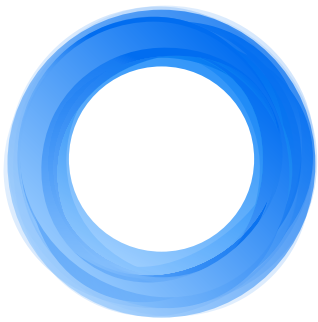
Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Please include a copy of the final response that we sent to you with your policy number and quote 'One Call Insurance Services Limited' as a reference. If you would like to make a complaint via the FOS, then this must be made within six months of our final response. This will not affect your legal rights. Further information is available at <http://www.financial-ombudsman.org.uk>.

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Notes...



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