



hedgehog

Legal care
policy wording | **Van**

Welcome to Hedgehog

Thank you for choosing Hedgehog to provide your Motor Legal Expenses Insurance policy, which is underwritten by Financial & Legal Insurance Company Limited. As a Hedgehog customer you now have legal expenses insurance to protect you in relation to the legal disputes set out in this policy and to provide you with other benefits.

A summary of the cover provided by this policy is shown in **your** Insurance Product Information Document.

You are entitled to cancel **your** policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the conditions section of this policy wording

Our agreement

This insurance is a contract between **us** (Financial & Legal Insurance Company Limited) and **you** (the person shown in the accompanying Certificate of Motor Insurance). This is a claims-made policy which means that for there to be a valid claim under the policy, claims must be reported to **us** during the Period of Insurance.

We will, subject to what is insured and what is not insured, the Claims Settlement Provisions and conditions of this policy, provide **you** with the insurance and benefits set out in this policy schedule, in respect of claims reported during the Period of Insurance shown in the accompanying Certificate of Motor Insurance and for any subsequent period for which **we** may accept a renewal premium.

This policy, the accompanying Certificate of Motor Insurance and any endorsements must be read together as one document.

Signed on our behalf

Nick Garner

Chief Executive Officer - Financial & Legal Insurance Company Limited

Please read your policy document carefully and keep it in a safe place

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No 202915. Registered in England under Company No. 03034220.

Hedgehog Limited. Registered in Gibraltar No. 115412. Hedgehog Limited is authorised and regulated by the Gibraltar Financial Services Commission (permission number 23626), and subject to limited regulation by the Financial Conduct Authority under No 845706.

How to make a claim and helpline service

If **you** need to make a claim **you** can call **us** on 03330 160951

If the claim is accepted and **reasonable prospects** exist, the claim will be handled by **our** specialist claims unit or **we** will instruct an **appointed representative** to act on behalf of the **insured person**.

Please note that:

- Any costs incurred before a claim is made and any costs which **we** do not authorise are not insured by this policy.
- Under this policy there must be **reasonable prospects** for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **insured person** be entitled to choose their own lawyer.

The meaning of words in this policy

Each of the words or terms shall have a specific meaning which applies wherever they appear in bold type.

Administrator Means Coral Insurance Services Limited appointed by **us** to administer policies on **our** behalf.

Appointed representative means the claim negotiator, or the lawyer or other suitably qualified person appointed by **us** to act on behalf of the insured person, in accordance with **our** standard terms of appointment.

Costs and expenses means all necessary and reasonable:

1. Fees, costs, disbursements, and expenses charged by the **appointed representative** and agreed by **us**
2. Opponent's costs in civil cases where the **insured person** is ordered to pay them or where we agree to pay them in pursuing the claim including the costs of any appeal or defending an appeal, provided the insured person tells **us** within the time limits and provided that **we** agree to the appeal.

Insured person means:

1. **You**
2. Any person whose first and last name is shown in the accompanying motor insurance policy with which this Insurance policy is issued, provided that they have **your** permission to claim under this policy.
3. Any passenger in, on, getting into, out of or off the **insured vehicle**, provided that they have **your** permission to claim under this policy.

Insured vehicle means any motor vehicle insured by the accompanying motor insurance policy with which this Insurance policy is issued.

Legal proceedings means a legal remedy for compensation.

Reasonable prospects means that in respect of each claim there is always more than a 50% chance of the **insured Person** recovering damages, defending a claim or prosecution, or obtaining a legal remedy. This will be assessed by **us** or the **appointed representative**.

Territorial limits means

1. the United Kingdom, the Channel Islands and the Isle of Man, the European Union countries including Switzerland, Norway, in respect of Insured Incident 1 under what is insured, and
2. the United Kingdom, the Channel Islands and the Isle of Man under insured incidents, 2, 3, 4 and 5 under what is insured.

We/us/our means Financial and Legal Insurance Company Limited.

You/your means the person shown as the policyholder in the accompanying Certificate of Motor Insurance attached to this policy.

What is insured

We will, subject to what is not insured, the Claims Settlement Provisions and Conditions of this policy provide the insurance in relation to the insured Incidents shown within this policy which are set out below.

Provided that:

1. **Reasonable prospects** exist for the duration of the claim.
2. The claim is reported to **us**
 - During the Period of Insurance, and
 - As soon as reasonably possible after the **insured person** became aware of circumstances which may give rise to a claim.
3. The **insured person** follows the advice provided to them by **our appointed representative** and Helpline Service.
4. The **insured person** seeks and continues to follow the advice from the **appointed representative** and Helpline Service.
5. During the course of any dispute from the date that the **insured person** became aware of the dispute and throughout the duration of the dispute the **insured person** keeps **us** up to date with all developments and the **insured person** follows and continues to follow the advice from the **appointed representative** and Helpline Service.

We will not pay:

1. In respect of any one claim and in total in any one Period of Insurance more than £100,000.
2. Any claim or incident which may lead to a claim and which the **insured person** knew about or ought reasonably to have known about before the start of this policy.
3. The first 10% of **costs and expenses** where the **insured person** chooses their own lawyer or other suitably qualified person in relation to a claim under this policy.

Insured incidents

1. Recovery of losses when an insured person is involved in a motor accident which is not the insured person's fault

If the **insured vehicle** is involved in a motor accident which is not the fault of the **insured person**, we will pay the **costs and expenses** in relation to the pursuit of **legal proceedings** against the party at fault in respect of any one claim for the recovery of losses not insured by **your** motor insurance policy with which this Insurance policy is issued, in relation to:

1. Damage to the **insured vehicle** and to personal property in it or properly secured on the **insured vehicle**.
2. Compensation for any death or bodily injury to the **insured person**.
3. Recovery of **your** excess under **your** motor insurance policy with which this Insurance policy is issued.
4. The costs of hiring an alternative vehicle whilst the **insured vehicle** is undriveable, unroadworthy, being repaired or otherwise unavailable.
5. The recovery of the **insured person's** loss of earnings.
6. The provision of rehabilitation, if appropriate, to enable the **insured person** to recover more quickly.
7. Reasonable attendance costs if the **insured person** needs to attend court in relation to a claim.
8. The recovery of any other losses incurred by the **insured person** which are not insured by **your** motor insurance policy with which this Insurance policy is issued.
9. Making a claim to the Motor Insurers Bureau where the party at fault is uninsured or cannot be traced.

2. Defence of a criminal prosecution of a motoring offence

We will pay the **costs and expenses** for defending an **insured person's** rights relating to the defence of a criminal prosecution of a motoring offence in relation to an offence involving the **insured vehicle**.

Provided that there is a genuine defence to the prosecution.

We will not pay:

1. More than two claims in any one Period of Insurance.
2. For any claim in relation to a plea in mitigation.
3. For any claim relating to a prosecution connected with parking offences, driving without insurance, drink or drugs, racing, pace making, rallying, speed testing or any other form of competition.

3. Vehicle cloning

We will pay the **costs and expenses** for defending **you** in civil or criminal proceedings arising from the use of the **insured's vehicle** identity by a third party without permission.

We will not pay:

1. Where the **insured vehicle's** identity has been copied by somebody living with **you**
2. Where **you** did not take reasonable precautions against the **insured vehicle's** identity being copied without **your** permission.

What is not insured

1. Prior claims

Any claim or incident which may lead to a claim and which the **insured person** knew about or ought reasonably to have known about before the start of this policy.

2. Prior costs, and costs and expenses we do not authorise

Any costs incurred before a claim is made and any **costs and expenses** which **we** or the **appointed representative** do not authorise.

3. Dishonesty, violence and fraud

Any claim:

1. Involving actual or alleged dishonesty or violence by the **insured person**.
2. Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

4. Judicial review, mediation or arbitration

Any claim directly or indirectly relating to or resulting from:

1. A judicial review.
2. Mediation or arbitration.

5. Bankruptcy, liquidation or receivership

Any claim where the **insured person** is bankrupt, in liquidation, has arranged with his or her creditors, has entered into a Deed of Arrangement or where part or all of the **insured person's** affairs or properties are in the care or control of a receiver or an administrator.

6. Disqualified drivers

Where, at the date of the insured Incident, the **insured person** has never held or has been disqualified from holding or obtaining a driving licence.

7. Other insurance

Any **costs and expenses** which can be recovered by an **insured person** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under such insurance(s).

8. Fines and penalties

Fines, damages or other penalties which the **insured person** is ordered to pay by a court or other authority.

9. Disputes with us

Any claim against **us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the Drive Further collection of companies including MSL Legal Expenses Limited, Dualdrive & Supportis.

10. War risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000 or damage to property by or under the authority of any government, public or local authority.

11. Radioactive contamination and pressure waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

1. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
3. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Claim settlement provisions

1. Reasonable precautions

The **insured person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts which will result in a claim.

2. When you must report a claim

The **insured person** must tell **us** as soon as reasonably possible and within 30 days of any circumstances which may give rise to a claim.

3. Acceptance of claim

On receipt of the claim it will be assessed and dealt with by **our** in-house claims negotiators and, if appropriate and if **reasonable prospects** exist, **we** will then instruct an **appointed representative** to handle the claim on behalf of the insured person.

If there is a dispute as to whether **reasonable prospects** exist, **we** may require the insured person, at the insured person's own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **insured person** if Counsel's opinion shows clearly that there are merits in proceeding.

4. Conduct of the claim

(i) **We** will be entitled:

- To have direct contact with the **appointed representative**.
- To take over and conduct in the **insured person's** name any claim or **legal proceedings** at any time and negotiate any claim on behalf of the insured person.
- To refuse to accept a claim or continue with a claim where the **insured person** does not take reasonable care

not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **us** or the **appointed representative**.

(ii) What the **insured person** must do:

- Provide, at the **insured person's** own expense, the **appointed representative** and **us** with any proof, evidence, certificates and assistance as **we** may reasonably ask for in connection with the claim, including proof as to whether **reasonable prospects** exist.
- Cooperate fully with the **appointed representative** and **us** and provide, within a reasonable time and avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
- Take all reasonable steps to recover **costs and expenses** and to minimise the amount payable under this Policy.
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.
- Notify **us** and the **appointed representative** immediately of any offer to settle a claim and of any payments into court.
- Tell the **appointed representative** to have **costs and expenses** taxed, assessed and audited at **our** request.

(iii) What the **insured person** must not do:

- Withdraw from any claim or legal proceedings or withdraw instructions from **us** or the **appointed representative**, without **our** consent.
- Pursue a claim in any way against the advice or instructions from **us** or the **appointed representative**.
- Incur any **costs and expenses** without **our** consent or the consent of the **appointed representative**.
- Agree to settle any claim on any basis or reject any offer to settle a claim without **our** consent or the consent of the **appointed representative**.

We will be entitled to be reimbursed by the **insured person** for any **costs and expenses** previously agreed or paid to or on behalf of the **insured person** if the **insured person** breaches any of the conditions in (ii) and (iii) above.

5. Payment instead of pursuing or defending a claim

At any time, **we** will be entitled to pay the reasonable amount of damages claimed if in **our** opinion this would be a more economic solution.

6. Legal proceedings

Any **legal proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

7. Choice of appointed representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **insured person** be entitled to choose their own lawyer for **us** to instruct as the **appointed representative** to handle the claim.

If there is any dispute about the choice of lawyer, **we** will ask the President of the relevant Law Society to choose a suitably qualified lawyer.

Where the **insured person** is entitled to choose their own lawyer or other suitably qualified person, **we** will not pay the first 10% of any **costs and expenses** charged by the **insured person's** own lawyer or suitably qualified person.

Conditions

1. Observance of terms

Anyone making a claim under this policy must have **your** permission and observe the terms under this policy.

2. Cancellation

We hope **you** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **your** requirements, please email or write to **Hedgehog** within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **your** premium will be refunded in full.

You may cancel the insurance cover after 14 days by informing the Hedgehog however no refund of premium will be payable.

Should **we** have to cancel a policy due to the discovery of incorrect information being used to create a policy, then **We** reserve the right to cancel **your** cover with immediate effect.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known email or postal address.

Valid reasons may include but are not limited to:

- Where **we** reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions **you** have not taken reasonable care to provide accurate and complete answers to the questions **we** ask.

If **we** cancel the policy **you** will receive no refund of any premiums **you** have paid for the cancelled cover, and **we** will charge any associated fees. Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium. If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

3. Arbitration

Any dispute or difference of any kind between **us** and an **insured person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

4. Assignment

This insurance is between and binding upon **us** and **you** and their respective successors in title, but this insurance may not otherwise be assigned by **you** without **our** prior written consent.

5. New rules

If during the Period of Insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **our** or **your** material detriment, **we** reserve the right to amend this policy to deal appropriately (fairly to both **you** and **us**) with such changes. In those circumstances **we** will issue an endorsement to this policy notifying **you** within 21 days of the proposed changes by sending to **you** details of those changes to **your** last known email or postal address. **you** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

6. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

7. Waiver

If **we** or any **insured person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any subsequent time.

8. Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim

9. Fraud

You or anyone acting on **your** behalf must not act in a fraudulent manner, if **you** or anyone acting for you:

- Deliberately hides or fails to reveal a fact that could influence whether **we** accept **your** proposal, renewal or any adjustment to **your** policy or the cover **we** provide;
- Submits a claim under the policy, knowing this is fraudulent;
- Makes a statement to **us** or any party acting on **our** behalf, knowing that the statement is false;
- Sends any document to **us** or any party acting on **our** behalf, with the knowledge that the document is false or fraudulent;
- Deliberately exaggerates any claim,

Then **we** will not pay any claim or return any premium to **you** and **we** have the option to cancel the policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** also have the option of taking legal proceedings against **you** and to inform the appropriate authorities.

10. Recoveries

We reserve the right, at **our** own expense, to take proceedings in the name of the **insured person** to recover any payment made under this policy. If an **insured person** recovers **costs and expenses** previously paid under this policy such **costs and expenses** must be immediately repaid to **us**.

11. Governing law

This policy is subject to the law applicable to **your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

Data Protection

Financial & Legal Data Protection Act wording

We act as the Data Controller. How **we** use and look after the personal information is set out below.

Information may be used by **us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **us** and the **administrator** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** may submit to **us** under this policy. The processing of **your** personal data may also be necessary to comply with any legal obligation **we** may have and to protect **your** interest during the course of any claim.

What we process and share

The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties may include **your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **your** computer or other internet connected device including **your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **you** have provided in support of **your** insurance claim.

We may receive information about **you** from the following sources:

- **your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regard to incidents) and solicitors, **appointed representatives**.
- Directly from **you**.

We will not pass **your** information to any third parties except to enable **us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** may need to share **your** information with the following third parties within the EU:

- Solicitors or other **appointed representatives**.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud
- and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **our**, the **administrator**, or **your** behalf.

We will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

Data retention

We will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **your** rights to:

- Object to **our** or the Administrator processing of **your** personal data.
- Request that **your** personal data is erased or corrected.
- Request access to **your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **we** hold on **you**, there is no charge for this service.

If **You** have any questions about **our** privacy policy or the information **we** hold about **you** please contact **us**.

Coral Insurance Services Limited information notice

Use of your data by Coral Insurance Services

This section provides a short summary of how Coral Insurance Services collects and uses **your** data in order to administer **your** policy and handle claims made under the policy. For more information about how Coral Insurance Services process data please visit their privacy notice which is available at <https://www.coralinsurance.co.uk/privacypolicy>. Alternatively, **you** can obtain a copy of their privacy notice by contacting their Data Protection Officer (DPO), the contact details are below.

What data will Coral Insurance Services use?

There are three types of data Coral Insurance Services will hold about **you**:

1. Personal data: i.e. information Coral Insurance Services holds on its records which identifies **you**. This includes **your** name, address, email address, telephone number and date of birth;
2. Non-personal data: Coral Insurance Services will also hold data about **you** that is not personal, for example, information about **your** vehicle; and
3. Special category data: In very limited circumstances, Coral Insurance Services will hold special categories of personal data, for example, relating to **your** health. Coral Insurance Services will only ask for this data when it is necessary and in accordance with data protection laws.

How Coral Insurance Services collects your data

Coral Insurance Services obtains **your** data when **you** contact them directly in relation to **your** cover and **your** policy. Coral Insurance Services also obtains **your** data from the broker or agent who sold **you** this policy and/or if **you** report a new claim to **us** in relation to this policy.

How Coral Insurance Services will use your data

Coral Insurance Services will use **your** personal data for the purposes of administering **your** insurance, handling claims and any other related services under **your** policy. They will also use **your** data to safeguard against fraud and money laundering and to meet their general legal or regulatory obligations. Coral Insurance Services also monitors and records any communications with **you** including telephone conversations and emails for quality and compliance reasons. Coral Insurance Services may disclosure **your** personal data to third parties involved in providing products or

services to them, or to service providers who perform services on their behalf.

Your rights

You have a number of rights relating to **your** personal data. For information about **your** rights please visit <https://www.coralinsurance.co.uk/privacypolicy>; or contact their Data Protection Officer or contact their Customer Service Team:

1. Call them on: 01904 663883
2. Email them: customer.relations@coralinsurance.co.uk
3. Write to: DPO, Coral Insurance Services Limited, Kingfisher House, Peel Avenue, Wakefield WF2 7AU

Financial Services Compensation Scheme

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under

the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this

policy an **insured person** may be entitled to compensation from the Compensation Scheme. This depends on the type of business

and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

You can get more

information about compensation scheme arrangements from the FSCS or visit <https://www.fscs.org.uk>.

How to make a complaint

Our aim is to provide a first-class standard of service at all times. However, if **you** have any concerns about how **your** policy was sold, the terms and conditions or how **your** claim was handled please follow the procedure shown below.

Complaint regarding	Who to contact	Contact details
Sales	Hedgehog Limited	complaint@hedgehoginsurance.com or go to https://www.hedgehoginsurance.com/complaints where you can complete a complaints form
Policy Terms & Conditions	Financial & Legal Insurance Company Limited	The Compliance Department, Financial & Legal Insurance Company, 1 Lakeside, Cheadle Royal Business Park, Cheadle SK8 3GW Email: complaints@financialandlegal.co.uk
Claims	Coral Insurance Services Limited	Customer relations, Kingfisher House, Peel Avenue, Wakefield WF2 7UA Email: customer.relations@coralinsurance.co.uk

Our staff will attempt to resolve **your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to **you**. Where this is not possible, **we** will acknowledge **your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **we** will write to you and let **you** know what further action we will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **our** letter in response to **your** complaint **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR or by telephone on 0800 0234567 or email complain.info@financial-ombudsman.org.uk