



one
insurance



Oneinsurance

Motor Legal Protection Policy Booklet

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Your Motor Legal Protection 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

This policy is underwritten by One Insurance Limited, Suite 913, Europort, Europort Road, Gibraltar, GX11 1AA, company number 123555.

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).

One Insurance Limited is owned by directors who, in some cases, are also directors of One Call Insurance Services Limited and/or Yoga Insurance Services Limited who may be your insurance broker. One Insurance Limited is part of the One Call Group and may also use the services of other firms within the group, such as One Call Claims Limited, an accident management company with delegated authority to handle claims on behalf of One Insurance Limited and OC Motors Limited, a network of repair centres.

In the event you need to make a claim on this product we may use the services of or refer you to OCL Solicitors Limited. This firm is not part of the One Call Group however there are common directorships/ownerships between them and One Insurance Limited.

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



Craig Duwell
CEO
ONE Insurance Limited

Data Protection

This is the data protection 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@One-Insurance.co.uk or alternatively write to us at Data Protection Officer, One Insurance Limited, Suite 913, Europort, Europort Road, Gibraltar, GX11 1AA.

Definitions

Policy document	This booklet.
You, your	The person named as the policyholder on the schedule and certificate of motor insurance.
We, our, us	ONE Insurance Limited.
Schedule	This will show; <ul style="list-style-type: none">• the period of cover;• name of the policyholder;• sections of this policy document that apply; and• conditions that vary the terms of this policy document.
Data protection laws	Any law, regulation or rules that relate to the protection of individuals about the processing of personal data.

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.

Making a Claim

If you need to claim under this cover, you **MUST** call our Claims Team on the following number to report the incident:

0203 738 7300

Our dedicated team will then refer the legal claim to a specialist solicitor who will review your case and contact you accordingly to provide advice, if applicable, for any of the legal disputes outlined above.

In the event the solicitor determines that there is prospects of success, and that valid cover is in force under this policy, they will take on the claim and handle accordingly in line with the terms of your policy cover.

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.

Motor Legal Protection

Motor Legal Expenses provides up to £125,000 for legal costs for certain types of legal action(s) such as uninsured losses sustained by you in an accident that wasn't your fault and other legal services and costs related to the ownership of a motor vehicle, as summarised below

What is insured?

- Uninsured losses
- We'll pay legal costs to help claim compensation if you or your passengers suffer a loss as a result of a non-fault accident involving your vehicle including:
 - Policy excess recovery, lost earnings, travel expenses and personal belongings
- £125,000 legal expenses
- 24/7 motor legal help line
- Advice on the pursuit of personal injury compensation
- MID protection
 - To help recover a seized vehicle if the reason for seizure is due to your insurer providing incorrect information to the Motor Insurance Database.
- Vehicle cloning
 - To defend claims following a summons to attend court relating to the unauthorized use of the vehicle's identity
- Vehicle contract
 - To pursue compensation following a breach of an agreement relating to the sale, purchase, servicing, repair, testing, hire or hire purchase of the vehicle where the amount in dispute is over £250.

What is not insured?

- Where your claim falls below the Small Claims Court Limit, we will not cover costs that exceed the amount being claimed.
- Uninsured Loss Recovery Claims for stress, emotional or psychological injury unless you have also suffered a physical injury.
- Vehicle Identity Theft Claims where the vehicle's identity was used without your permission by someone living with you.
- Incidents outside the period of insurance.
- We won't pay out if your vehicle is not insured and/or does not have an MOT and/or you do not have a valid driving license.
- We don't cover legal claims where we or the lawyers deem there is less than a 51% chance of success.
- We won't pay out as a result of your deliberate or reckless act.
- We won't pay out where we think there is a fraud or you have deliberately misled us.
- You claim more than 180 days after the date of the event, unless your delay in notifying your claim has not affected the likely costs or outcome.
- You unreasonably withdraw from legal proceedings despite your claim having a reasonable chance of success and where such a withdrawal is likely to affect the cost of your claim.
- An application for a judge to review the legality of a decision made or action taken by a public body.
- Claims under this insurance directly or indirectly relating to your deliberate criminal act or omission or to prosecutions which allege dishonesty or intentional violence.
- Claims arising from incidents which we refuse to cover under your car insurance or which result in the cancellation of your vehicle insurance.
- Claims arising from defective repairs, mechanical breakdown or general maintenance of your vehicle.
- Fines, costs or expenses which a criminal court orders you to pay.
- Any costs for legal assistance for any issue not specifically mentioned as being included.
- Action against another person who is insured by this policy.
- Any legal expenses to pursue your claim is not proportional to the expected benefit.

Policy Conditions

- We will not reimburse you for any Legal Costs that you pay or agree to pay before the claim is accepted
- For claims made under the vehicle contract disputes -The contract in dispute must have been entered) into after the insurance started and at least £250incl VAT must be in dispute
- There must be more than a 51% chance of winning the case and achieving a positive outcome
- You are not covered for any other legal representative's costs unless court proceeding have started or a conflict of interest arises
- Personal injury claims must follow a road traffic accident
- You're required to keep to the conditions shown in your full policy documentation. Some examples of these are:
- You must tell us about the incident as soon as possible and within 180 days
- We reserve the right to cancel this policy by issuing a cancellation notice to your last known address, giving 7 days' notice. Charges on your main home insurance policy are separate
- If you are unsure of whether you are eligible you will need to contact our claims team who will then refer this to our team of legal advisors.

Prospects for success

- We will pay costs as long as our solicitors consider that your claim has a reasonable prospect of success.
- If at any stage during your claim, the legal team considers that you do not have reasonable prospects of success, then we will provide a justification for the decision in writing and will not provide any further cover for your claim.
- If you disagree with our decision then you may refer to our Complaints Procedure below.

Appointing of a professional advisor

- If our legal team agrees that legal proceedings need to be issued, we will choose a professional advisor to act on your behalf.
- If there is a conflict of interest, and we agree that is the case, you may appoint a legal advisor of your choice but we will have to agree to their terms and conditions of appointment prior to you instructing them.
- We may require your professional advisor to act for you under a conditional fee agreement.
- If you discontinue your instructions to the professional advisor we have appointed, without our prior written permission, our liability will cease immediately and we may recover any costs that have already been paid to them along with any disbursements from you.

Appointing of a professional advisor

If we agree to appoint a firm which you have chosen then you must immediately instruct your professional advisor to provide us with their views on the prospects of success, their hourly rate and estimate of total costs in pursuing your claim. They must also provide us with any information that we ask for that relates to your claim, whether confidential or not. We must be kept fully informed and promptly updated during your claim:

- On your claims progress including any offers to settle
- Of any change in estimate of costs or prospects of success

Settlement

- You or your appointed advisor must immediately write and tell us about any offer to settle your claim, including offers relating to costs.
- You must not accept any offers without first obtaining our consent; we will not withhold our consent in relation to an offer that a reasonable advisor would recommend to a private fee paying client.
- If you do not accept an offer that we view as reasonable then we will not pay for any further costs.

Unilateral withdrawal of your claim

- If you choose to withdraw or discontinue any claim without our prior written approval, then our liability for the claim ends and we reserve the right to reclaim any expenses howsoever incurred as a result of your claim prior to its withdrawal or discontinuance.
- We will not withhold our consent to a withdrawal or discontinuance that a reasonable legal advisor would recommend to a private client.

Duty to fully co-operate with us and your appointed legal advisor

This cover can only be used on a claim where you co-operate with us by;

- Promptly replying to any correspondence we send.
- Providing all information asked for by your legal advisor.
- Attending meetings and hearings whenever requested.

Investigating and paying your claim

We will carefully investigate and consider all the information you have provided to us for your claim. We may decide to pay you a sum to match the value of your claim rather than providing cover for your costs. We will set spending limits for a legal advisors fees and reasonable charges during the claim. Should this be exceeded without our written consent we will not pay for anything above the limit we have set.

Agreement or decision

We are not bound by any agreement that you or your legal advisor make without our approval.

Assessment and recovery of costs

If you are asked by us, you must instruct your legal advisor to submit all of their documents and any bill of costs to us. The bill of costs may be submitted by them for court assessment, certification by the appropriate professional body or auditing by our choice of legal costs experts. If costs are awarded or agreed to be paid to you, You must take all reasonable steps to recover these or instruct your professional advisor to do so.

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.

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What If You Have A Complaint?

Mistakes do happen. If you think we have let you down, we will investigate and fix things you are worried about. We will do our best to try and sort out the problem.

Step 1:

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

- If you would like to lodge a complaint regarding the selling of an insurance policy, the first step is to contact your insurance broker.
- If you would like to lodge a complaint regarding the handling of a claim, the first step is to contact our appointed claims handler (i.e. One Call Claims): 0203 738 7306
- If you would like to complain in relation to the terms and conditions of the policy cover, the first step is to contact us: 01302 495810 (Gibraltar)

All staff have been trained to provide 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 appropriate line manager who will also try to resolve your complaint. You can also register your complaint to a complaints handling manager directly:

Selling Complaints	Terms and Conditions Complaints	Claims Complaints
Contact your insurance broker	The Complaints Handling Manager One Insurance Limited Suite 913 Europort Europort Road Gibraltar GX11 1AA	The Complaints Handling Manager One Call Claims Limited Unit 1 Carolina Court Doncaster DN4 5RA

We will try to resolve your complaint within 24 hours of receiving it. If this is not possible, we will tell you we have received your complaint within 5 working days. A written final resolution letter will be sent to you when all of the investigations are complete and within 8 weeks of receiving your complaint. At this point, we will close our file. If you are still not satisfied, please go to step 2.

Step 2:

You can complain to an approved dispute resolution facility run by the Financial Ombudsman Service, when you receive our final resolution or 8 weeks from the date you told us that you were not satisfied.

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

Please include a copy of the Final Response that we have issued to you with your policy number. If you would like to make a complaint via the Financial Ombudsman Service, then this must be made within 6 months of our final response. This will not affect your legal rights. Further information is available at <http://www.financial-ombudsman.org.uk>.

Notes...



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