one insurance

Basic Motor Legal

POLICY BOOKLET

15.10.2026

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Your Basic Motor Legal Policy

This policy is designed to provide **you** with cover against **legal costs** in the event of a **non-fault claim**. It will provide cover to pursue **uninsured losses** such as a policy excess, replacement vehicle costs and loss of earnings, but not for personal injury compensation.

We will give **you** 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. If **you** wish to receive enhanced cover, this may be available from **your** insurance broker for an additional premium.

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.

Cover Provided

- **Legal costs** up to £50,000 for certain types of disputes resulting from a **non-fault claim**.
- Legal advice helpline

Period of Cover

As long as **you** pay **your** premiums, cover is valid for the same duration as **your** motor insurance policy. Please refer to **your** documents for the effective dates.

Who is Covered

This cover applies to the **vehicle** policyholder plus authorised drivers.

Status 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.

This policy is subject to the laws of England only, and both **you** and **we** agree to be bound by these laws and the jurisdiction of the English Courts of Law in case of any disputes between **us**.

Our Promise to You

To make it easier to understand, all the information **we** send to **you** will be written in plain English. **We** promise to be fair and reasonable whenever **you** need the policy to protect **you** and **we** will always act straight away to make sure everything is sorted out quickly for **you**.

Signed for and on behalf of One Insurance Limited



Craig Duwell
CEO, One Insurance Limited

Definitions

Adverse Costs	Any costs, including profit costs, **disbursements**, VAT and interest, which **you** are ordered to pay by order of the court. These may include, for example, **opponent's** solicitor's fees, barrister's fees or expert's fees.
Civil Proceedings	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands.
Conditional Fee Agreement	An agreement between **you** and the **legal representative**, or between us and the **legal representative**, under which the **legal representative** will charge **you**, or **us**, for their fees.
Disbursements	Any sum spent by a legal representative on **your** behalf in connection with a **legal action** in respect of services supplied by a third party. This may include, for example, expert report fees or barrister's fees.
Non-Fault Claim	A claim where it is expected that liability will attached, whether in full or part, to a third party.
Insured Event(s)	An incident which gives rise to a **legal action** which occurs within the period of insurance and within the territorial limits involving the **vehicle** and the **vehicle** of a third party which causes damage to **your vehicle**, damage to any personal belongings within or on the **vehicle**, causes **your** death or bodily injury, or any other **uninsured losses**.
Legal Action	The pursuit of **uninsured losses** or damages against a third party from an **insured event**.
Legal Costs	The amount of legal fees that would normally be incurred by **your** insurer when using a nominated **legal representative** of **our** choice.
Legal Representative(s)	**Our** specialist panel of solicitors or their agents appointed by us to act for **you**. Or, where agreed by us, another **legal representative** nominated by **you**.
Opponent	The third party responsible for the accident or collision which has given rise to an **insured event** under this policy and against whom **you** wish to bring a claim.
Positive Outcome	A positive outcome following **legal action** includes recovering the money at stake, enforcing a judgement, obtaining an outcome which best serves **your** interests or recovery a sum greater than that being offered by the **opponent**.
Uninsured Loss(es)	Any loss directly arising from an **insured event** that is not covered by any other insurance policy.
Vehicle	The vehicle covered by **your** policy, including any caravan or trailer being towed by it.
We/Us/Our	One Insurance Limited.
You/Your	The **vehicle** policyholder plus any authorised driver.

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, Isle of Man and The Channel Islands.

Need to Make a Claim?

- Call us as soon as possible after the incident.
- Tell us as much as **you** can about the incident.
- Speak to us before **you** sort out repairs or replace **your vehicle** or parts.
- Do not take the blame. Even if **you** think the accident was **your** fault, it is **our** job to investigate who is at fault for **you**.

In the event of a claim under this cover **you must** call our Claims team on the following number to report the incident on:

0203 738 7300

One Call Claims Limited are authorised to deal with all claims for One Insurance Limited. If **you** are not happy with the actions of One Call Claims Limited, please write to One Call Claims Limited, Unit 1, Carolina Court, Doncaster, South Yorkshire, DN4 5RA. One Call Claims Limited are Registered in the UK under registration number 04698407.

Claims can only be made by **you**, **your** immediate family, lodger or anyone calling on **your** behalf.

Section 1 Uninsured Loss Recovery

What is covered?

If **you** are involved in a **non-fault** claim and have suffered a loss as a result of damage to **your vehicle**, **you** are covered for **legal costs** up to £50,000 to pursue damages for **uninsured losses**. This includes the cost hiring a replacement vehicle, policy excesses, lost/damaged belongings or any other losses not covered by **your** motor insurance, other than compensation for death or bodily injury.

We will appoint a **legal representative** to recover these losses for **you** and pay the **legal costs**. The **legal costs** will be paid directly to the **legal representative**. The **legal costs** relate solely to that **legal representative** and not any other third party.

What is not covered?

You will not be covered for the following:

- **Legal costs** exceeding £50,000.
- **Disbursements** related to any **legal action**.
- **Legal costs** incurred without **our** prior written consent.
- Any **adverse costs**.
- **Legal costs** to pursue **your** death or bodily injury.

Conditions Applying to This Section

Prospects of Success

We will pay **legal costs** as long as **we** consider there is a 51% chance or better of winning the case and achieving a **positive outcome**.

If at any stage during **your** claim, the **legal representative** considers that prospects of success are less than this, 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.

Examples of a **positive outcome** include:

- Recovering the money at stake.
- Enforcing a judgement.
- Obtaining an outcome which best serves **your** interests.
- Recovery a sum greater than that being offered by the **opponent**.

Appointment of a Legal Representative

If **civil proceedings** need to be issued, **we** will choose a **legal representative** to act on **your** behalf.

If there is a conflict of interest, and **we** agree that that is the case for the recovery of **uninsured losses**, **you** may appoint a **legal representative** of **your** choice, but **we** will have to agree to their terms and conditions of appointment prior to **you** instructing them.

If there is a conflict of interest, and **you** wish to nominate a **legal representative** to act for **you**, **you** may do so. Where **you've** elected to use a **legal representative** of **your** own choice **you** will be responsible for any **legal costs** in excess of where **we** would have appointed **legal representative**. The **legal representative** must represent **you** in accordance with **our** standard conditions of appointment which are available on request. This may include a requirement for **your legal representative** to act for **you** under a **conditional fee agreement**.

You must immediately instruct **your legal representative** to provide **us** with their views on the chances of a **positive outcome**, 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.

If **you** discontinue **your** instructions to the **legal representative we** have appointed, without **our** prior written permission, **our** liability will cease immediately, and **we** may recover any **legal costs** that have already been paid to them from **you**.

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 chances of a **positive outcome**.

Settlement

You or the **legal representative** must immediately write and tell us about any offer to settle **your** claim, including offers relating to **legal 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 **legal representative** 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 **legal costs**.

Unilateral Withdrawal of Your Claim

If **you** choose to withdraw or discontinue any **legal action** 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 representative** would recommend to a private fee-paying client.

Duty to Co-operate

This cover can only be used on a **legal action** where **you** co-operate with us by:

- Promptly replying to any correspondence **we** send.
- Providing all information asked for by **your legal representative**.
- 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 legal costs**. **We** will set spending limits for the **legal costs** 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 representative** make without **our** approval.

Section 2 Legal Advice Helpline

Advice Helpline

We will provide **you** with access to a telephone helpline to discuss:

- Policy excess recovery.
- Personal injury compensation.
- Recovery of any out-of-pocket expenses i.e. loss of earnings.
- Any consequential loss.

Personal Injury Advice

Our personal injury advice helpline will help to make sure that if **you** are injured because of an accident at home, in a public place or at work, and where the negligence of a third party was the sole or contributing factor to **your** injury or loss, **you** will have access to **our** specialist solicitors who are ready and waiting to tell **you** about **your** legal rights.

After speaking to **our** UK-based 24-hour helpline on 0203 738 7300, **we** can work out whether **you** have a personal injury case or other legal dispute that **our** specialist solicitors can give advice on. If **we** refer **you** to **our** panel of solicitors, they will talk about the case with **you** and give **you** relevant initial advice on making a claim. If they think **your** prospects of success of a **positive outcome** are reasonable, then the solicitor may offer to act for **you** in pursuing **your** claim against the third party. The solicitor will, at this time, tell **you** about their appointment terms and conditions.

If **your** only claim is for **uninsured losses** other than personal injury, then **we** will decide if cover under Section 1 should be provided.

Other Advice

We will provide **you** with access to a **legal representative** who can provide **you** with the initial legal advice **you** may need on the following disputes:

- Personal injury arising at home, **your** workplace or when in a public space.
- Contract disputes.
- Property disputes.
- Clinical negligence.
- Motor prosecutions other than parking offences.

The advice on these matters is to advise **you** of **your** legal rights so **you** can decide if **you** want to instruct **your** own representative. It does not include representation and is an advice line only. However, it is provided at no cost to **you** and the cost is met by us.

General Exclusions

You are not covered:

- For any claim brought against **you**.
- If the insured incident happened outside of the period of insurance.
- Where the **opponent** cannot be traced or identified.
- If **you** fail to give proper instructions to us or the **legal representative**, or fail to respond to a request for information or attendance by the **legal representative**.
- If **legal costs** haven't been agreed by us in advance or exceed those for which **we've** given **our** prior written approval.
- For **legal costs** incurred by avoidable correspondence or which are recoverable from a court, tribunal or other party.
- For claims made by or against us or the **legal representative**.
- For any claim arising from racing, rallies, track days including on de-restricted toll roads such as the Nürburgring, competitions, off-road events, trials, or when **your vehicle** is driven on an airfield.
- For an application for Judicial Review, which reviews the legality of a legal decision or action.
- If **you** start an appeal without **our** prior written consent.
- If **you** were disqualified from driving, did not hold a valid driving licence or the **vehicle** didn't have a valid MOT certificate or road fund licence or comply with any laws relating to its ownership or use, at the time of the insured incident.
- For disputes between the **legal representative** and any other party which only relate to the level of **legal costs**.
- If **your** motor insurer rejects, voids or cancels **your** motor insurance policy or refuse indemnity.

Contractual Liability

We will not make a payment for any liability that only results from a contract or agreement **you** have with another party.

Fraud, Misrepresentation

We will not make a payment where:

- **You** fail to reveal or hide a fact likely to influence whether **we** accept **your** proposal, **your** renewal or any adjustment to **your** policy.
- **You** fail to reveal or hide a fact likely to influence the cover **we** provide.
- **We** reasonably believe any claim or part of any claim **you** make to be false, fraudulent, exaggerated or where **you've** deliberately misled **us** or an **authorised contractor**.

If this happens, all cover under this insurance will be cancelled from the date of the fraud or misrepresentation and **we** will not pay any benefit under this policy or return any premium to **you**. If **we** have made a payment to **you** that **we** shouldn't have, **you** will have to pay it back to **us**.

General Conditions

Claims

- **You** must notify us as soon as possible and within a maximum of 180 days once **you** become aware of the **insured event**. There will be no cover under this policy if, as a result of a delay in reporting the claim, the likely outcome of **your legal action** is adversely affected. To report a claim **you** must follow the instructions under 'Need to Make a Claim'.
- **We'll** appoint a **legal representative** to act on **your** behalf.
- **We** may investigate the claim and take over and conduct the **legal action** in **your** name subject to **your** consent (which mustn't be unreasonably withheld) and **we** may reach a settlement of the **legal action**.
- The **legal representative** must provide a detailed view of **your** prospects of success for a **positive outcome**.
- The **legal representative** must keep us fully informed of all developments and provide any information as **we** may require, including updates of **legal costs** incurred.
- The **legal representative** must tell us of any offers to settle and payments into court. If, against **our** advice, such offers or payments aren't accepted there will be no further cover for **legal costs** unless **we** agree, in **our** absolute discretion, to allow the case to proceed.
- The **legal representative** must submit bills for assessment or certification by the appropriate body if **we** ask for them.
- The **legal representative** must attempt to recover **legal costs** from third parties.
- The **legal representative** must agree not to submit a bill for **legal costs** to the underwriter until the conclusion of the **legal action**.
- If there is a dispute about **legal costs**, **we** may require **you** to change **legal representatives**.
- **We** will only be liable for **legal costs** for work expressly authorised by us in writing and undertaken while there are reasonable prospects of success for a **positive outcome**.
- **You** must supply all information requested by the **legal representative** and us.
- If **you** withdraw from the **legal action** without **our** prior consent **you** will be responsible for any **legal costs**. Any **legal costs** already paid by us must be repaid by **you**.
- **You** must instruct the **legal representative** to provide us with all the information that **we** ask for and report to us as **we** ask, at their own cost.

Other Insurances

If any loss, damage or liability covered by this insurance is also covered by another insurance policy, we will only pay **our** share.

How We Will Settle Your Claim

When **you** contact **us**, **we** will take some information about the **insured event** that took place and when **your excess** was paid. **We** will require proof of the **excess** that **your** have paid for a claim under **your personal insurance policy**. Examples of proof **we** may request include:

- Copy of **your excess** receipt paid to a repairer or supplier, where applicable.
- Copy of the final settlement letter from **your personal insurance policy** insurer.

In some cases, **we** may pay the **excess** directly to **your** insurer, nominated repairer or supplier where **you** have not yet paid an **excess**. This is at **our** discretion, **we** will let **you** know if **we** will do this.

If **you** do not provide information or documentation that **we** have asked for, **we** may not pay **your** claim.

Cancellation

If **you** want to cancel **your** insurance **you** need to contact **your** insurance broker.

You can cancel this policy within 14 days of taking it out and where no claims have been made, a full refund will be given. No refund of premium will be given after this period or where a claim has been made against **your** policy.

We, or **your** agent or broker, may cancel this insurance:

- From the start date if **you** do not pay **your** premium.
- By giving **you** seven days' notice in writing at the address **you** gave **us** last. The insurance will end straight after the seven days' notice runs out.

Complaints

Mistakes do happen. If **you** think **we** have let **you** down, **we** will investigate and fix things **you** are worried about. **You** can make a complaint free of charge and **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 & 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, Jupiter, First Point, Doncaster, DN4 5JQ

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.

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.

FSCS

If **we** cannot meet **our** liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Claims for compulsory insurance, such as third-party motor insurance, are covered in full.

Any claims made to the Financial Services Compensation Scheme for non-compulsory (optional) insurance are covered up to 90% of the value of the claim submitted.

You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling: 020 7741 4100.

Notes



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