

## About Motorplus ULR Legal Expenses

We are here to help with any motoring accident or emergency.

You can call Us day or night, all year round.

We also provide telephone information services, which are detailed in this Policy.

We want You to obtain maximum benefit from this Policy. Please take a few minutes to read through the details and familiarise yourself with the services We can offer. If You have any queries, please contact Your insurance provider, who will be happy to assist.

## If You have a Motor Accident:

Fortunately motor accidents are rare. However, when they do occur, many people have no idea what to do.

You now have the protection of MotorPlus Legal Expenses.

If an accident occurs:

- write down the details of each vehicle and driver
- take the names and addresses of any witnesses
- as soon as You can, call Us direct on 0844 888 7360

PLEASE REMEMBER, We are here to help: if You are not sure what to do, call Us.

If Your vehicle is undriveable We can make arrangements for it to be towed to a place of Your choosing.

PLEASE NOTE: You will have to pay the towing fees. If the accident was not Your fault, We may be able to recover these costs from the responsible party or their insurers. However, in most cases the insurers will only pay the cost of towing to a repairer nearby.

If the accident was caused by another person, We may be able to supply a replacement hire vehicle if Your own is undriveable or for the duration of repairs.

If You have "uninsured losses" (losses which Your own insurers will not refund You, such as lost earnings, policy excess or compensation for injuries) then once Your claim is reported and accepted, We will try to recover these losses for You from the person who caused the accident or their insurers.

Claims are normally handled within Our Claims Centre. We may appoint a solicitor to deal with the matter.

To make a claim call the Claims Centre on 0844 888 7360 or write to:

**MotorPlus**  
PO Box 141  
Norwich  
NR3 2JJ

We can also arrange for messages to be forwarded to family or friends.

Please contact MotorPlus who will appoint a solicitor from their panel to deal with the claim on Your behalf and if possible arrange for a hire vehicle.

## For Legal Advice:

For telephone advice on any personal legal problem in the European Economic Area call 01603 420033.

We may monitor or record calls to assist Us in maintaining Our high standards.

When calling, please quote ULR.

We will not accept responsibility if the Helpline Service is unavailable for reasons beyond Our control.

## Cancellation Right

We hope that You are happy with the cover this Policy provides. You have the right to cancel the Policy at any time by sending Us notice in writing. If You send notice in writing within 14 days of receiving the Policy then We will return the premium in full. This is called the "cooling off period". If You cancel at any other time, any refund of the premium or a proportion of it will be at Our discretion.

## Complaints Procedure

It is the intention to give You the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should in the first instance contact:

### The Chief Executive Officer

Motorplus Limited  
Kircam House  
Whiffler Road  
Norwich  
NR3 2AL

Tel: 01603 420000  
Fax: 01603 420010

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

### The Financial Ombudsman Service

South Quay Plaza  
183 Marsh Wall  
Docklands  
London  
E14 9SR

Tel: 0845 080 1800  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

## Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their financial responsibilities. The FSCS will meet 90% of Your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk), or by phoning 0207 892 7300.

## Data Protection Act 1998

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.



# ADRIAN FLUX

modern approach, traditional values



## Motorist Legal Expenses Certificate

### Important Information

This is your MotorPlus Legal Protection Policy Wording. It includes everything you need to know about your policy.

We suggest you keep this document in a safe place as you will need to refer to it in the event of an accident. This policy is designed to help you if the accident was not your fault and:

- You need a replacement vehicle
- You have suffered an injury
- Your vehicle cannot be driven
- You have incurred uninsured losses
- You are seeking compensation for damage to your belongings

Act quickly after an accident and call our claims unit on

**0844 888 7360**

We are contactable 24 hours a day,  
all year round

Motorplus Limited is authorised and regulated by the Financial Services Authority.  
Regulated by the Ministry Of Justice in respect of regulated claims management activities.

AFX MOTP 100K DPW 0712

## Motorist Legal Expenses Policy Wording

This policy has been arranged by Motorplus Limited and Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK General Insurance Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

Subject to the appropriate premium having been paid *We* agree to cover *You* as set out in this policy.

Unless expressly stated nothing in this policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

## Definitions

### Appointed Lawyer

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed by *Us* to act for *You*.

### Cover Period

The period of time beginning with the date of inception of this Policy and ending, either:

- a) on the next expiry date of *Your* motor insurance policy; or
- b) in 12 calendar months;

whichever is less, as specified in the schedule that accompanies this Policy.

### Insured Incident

An event which causes damage to the *Policyholder's Vehicle* or to *Your* personal property in it; or an event which results in *Your* death or injury whilst *You* are in or on the *Policyholder's Vehicle*.

### Legal Costs

Professional fees which *You* are bound to pay, including reasonable fees or expenses incurred by the *Appointed Lawyer* whilst acting for *You* in the pursuit of a claim.

### Policyholder

The person who has taken out this Policy.

### Policyholder's Vehicle

The vehicle specified in the motor insurance policy issued with this Policy, together with any caravan or trailer attached to such vehicle at the time of the *Insured Incident*.

### Territorial Limits

The European Union together with the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, FYR Macedonia, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and mainland Turkey west of the Bosphorus.

### We/Our/Us

UK General Insurance Limited on behalf of Ageas Insurance Limited. UK General Insurance Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

## You/Your

The *Policyholder* and any person driving or riding in or on the *Policyholder's Vehicle* who is:

1. domiciled in the United Kingdom; and
2. authorised to drive the *Policyholder's Vehicle* by the *Policyholder's* motor insurance certificate; and
3. has the *Policyholder's* permission to make a claim.

## This Policy Will Cover

Subject to the terms, conditions, exclusions and limitations in this Policy, *We* will pay *Legal Costs* to a maximum of £100,000.00 in order to pursue a claim directly arising from one or more *Insured Incidents*, occurring within the *Territorial Limits* and during the *Cover Period* and provided that the premium has been paid, if *We* deem that there are reasonable prospects of success.

Following an *Insured Incident* *We* will take all the details, collate the information about *Your* losses and negotiate to try and recover them.

If a decision is appealed *We* will help in appealing or defending an appeal.

If an *Appointed Lawyer* is used, *We* will pay the *Legal Costs* for this.

## This Policy Will Not Cover

1. Any claim:
  - 1.1 which *You* do not report to *Us* within 180 days after the date on which the *Insured Incident* occurs;
  - 1.2 relating to a contract involving the *Policyholder's Vehicle*;
  - 1.3 arising whilst the *Policyholder's Vehicle* is being used by anyone who does not have valid motor insurance.
2. *Legal Costs* of or relating to claims regarding:
  - 2.1 any deliberate or criminal act or omission;
  - 2.2 war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;
  - 2.3 radiation or radioactive contamination;
  - 2.4 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
  - 2.5 sonic pressure waves;
  - 2.6 a dispute with *Us* or with *Your* insurance broker or provider;
  - 2.7 any device failing to recognise, interpret or process any data as its true calendar date or any computer, electric, electronic or mechanical error.
3. *Legal Costs* incurred:
  - 3.1 before *Our* written acceptance of a claim;
  - 3.2 whilst *You* are bankrupt, in administration or in receivership, or if *You* have entered into a composition with creditors.
4. The balance of *Legal Costs* incurred over and above any figure *We* have previously agreed.
5. *Legal Costs* incurred during any legal action *You* take which *We* have not agreed to, or where *You* do anything that hinders *Us* or the *Appointed Lawyer*.

## Please Note

*We* may elect not to assist with a claim, or cease to deal with it if it appears to *Us* at any stage that the claim does not have reasonable prospects of success.

In the event of a claim please do not appoint *Your* own solicitor as this will invalidate the cover provided by this policy.

## General Conditions

1. *You* must:
  - 1.1 abide by the terms and conditions of this Policy;
  - 1.2 try to prevent or minimise *Legal Costs* wherever possible;
  - 1.3 send *Us* everything requested in writing.
2. *We* may:
  - 2.1 take over any claim or proceedings at any time and conduct them in *Your* name;
  - 2.2 negotiate or settle any claim or proceedings on *Your* behalf;
  - 2.3 contact *You* direct at any time concerning a claim.
3.
  - 3.1 An *Appointed Lawyer* will be appointed by *Us*, representing *You* pursuant to *Our* standard terms of appointment.
  - 3.2 The *Appointed Lawyer* will have direct contact with *Us* and must co-operate fully with *Us* at all times.
  - 3.3 *You* must co-operate fully with the *Appointed Lawyer* and with *Us*, keeping *Us* informed and attending meetings or hearings as may be required at *Your* own expense.
  - 3.4 *You* must give the *Appointed Lawyer* any instructions that *We* request.
  - 3.5 If it becomes necessary to appoint a lawyer to assist *You* before the issue of court proceedings *We* will choose the *Appointed Lawyer*. If by the date when it is necessary to issue court proceedings *We* have not already chosen an *Appointed Lawyer*, *You* can nominate one by sending *Us* the name and business address of a suitably qualified person. *We* may choose not to accept *Your* nominee unless there are exceptional circumstances. If there is a disagreement over the choice of *Appointed Lawyer* another suitably qualified person can be appointed to decide the issue (see below).
  - 3.6 *You* must at *Our* request instruct the *Appointed Lawyer* to have any *Legal Costs* taxed, assessed or otherwise audited.
  - 3.7 *You* must take all necessary steps to assist the recovery of *Legal Costs* from any other party, and pay *Us* any *Legal Costs* so recovered.
  - 3.8 *We* will not be bound by any undertaking or other promise or assurance *You* may give to the *Appointed Lawyer* or which *You* or the *Appointed Lawyer* give to any other person.
  - 3.9 If *You* or the *Appointed Lawyer* terminate their retainer *We* will consider the reasons for this. *We* may then end the cover provided by this policy or *We* may agree to appoint another *Appointed Lawyer*.
  - 3.10 If *You* settle, withdraw or abandon a claim without *Our* prior agreement, or fail to give suitable instructions to the *Appointed Lawyer*, the cover *We* provide will end immediately and *We* will be entitled to reclaim from *You* any *Legal Costs* paid by *Us*.
  - 3.11 If *We* and *You* disagree about the choice of *Appointed Lawyer*, or about the handling of a claim, *We* and *You* can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible *We* will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.

4.
  - 4.1 *You* must inform *Us* of any proposal to settle a claim including any Payment into Court. If *You* reject an offer which *We* consider reasonable *We* may refuse to pay any further *Legal Costs*.
  - 4.2 *You* must not negotiate or agree to settle a claim without *Our* prior approval.
5. *We* may elect to pay *You* the amount of damages *You* are claiming, instead of starting or continuing a claim.
6. *We* may if *We* see fit require that *You* obtain counsel's opinion from a barrister agreed by *You* and *Us*, as to the merits of a proposed claim or proceedings. *You* will be responsible for the costs of obtaining the opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or proceedings, *We* will refund counsel's fees.
7. *We* may cancel this Policy at any time by giving *You* 21 days' notice in writing.
8. This Policy shall be voidable in the event of misrepresentation or misdescription in any material fact. If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the *Policyholder* or anyone acting on the *Policyholder's* behalf to obtain any benefit under this Policy, all benefits under this Policy shall be forfeited.
9. *We* will not pay any claim that is covered by any other policy of insurance or by trade union membership, or any claim that would have been covered by any other policy of insurance or by trade union membership if this Policy did not exist.
10. If *You* die, *We* will insure *Your* personal legal representatives to pursue disputes covered by this Policy arising from *Your* death, providing they keep to the terms of the Policy.
11. Apart from *Us*, only *You* may enforce all or any part of this Policy, and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.
12. This insurance is written in English and all communications about it will be in English. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
13. Any Act of Parliament mentioned in the Policy includes equivalent laws in the relevant jurisdiction in which any claim arises.

## Making a Claim

To make a claim call our Claims Centre on 0844 888 7360.

The Claims Centre is available 24 hours a day, every day.

*You* can ask for assistance where *You*:

- need temporary transport
- are injured
- have suffered losses which *Your* insurer does not refund ("uninsured" losses)

This Policy can help where *You* have had a motor accident which was not *Your* fault.