

Familyplus Legal Expenses Policy

This Policy has been arranged by Motorplus Limited and Qdos Broker & Underwriting Services Limited and is underwritten by UK Underwriting 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 Underwriting 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 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.

Important Information

This is a contract of insurance between *You* and Ageas Insurance Limited. The insurance provided covers *Legal Costs* subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the *Territorial Limits* and during the *Period of Insurance* for which *You* have paid or agreed to pay the premium.

Telephone Legal Advice Helpline

Available 24 hours a day throughout the year to provide *You* with confidential telephone advice about any personal legal problem in the UK, Isle of Man or Channel Islands.

To help *Us* monitor *Our* service standards, telephone calls may be recorded.

When phoning, please tell *Us* that *You* are a member of the Familyplus scheme. Please do not phone the Helpline to report a general insurance claim.

We will not accept responsibility if the Helpline services are unavailable for reasons *We* cannot control.

To contact the helpline, phone: **01603 420033**, quoting the reference 'Familyplus'.

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 providing no claim has been made. This is called the "cooling off period". If *You* cancel at any other time, there will be no refund of the premium.

Making a Claim

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

Note that all Claims must be reported to *Us* within 180 days of the *Date of Event*.

If *You* need to notify a potential claim, please immediately write to *Our* Claims Department at the following address:

Familyplus Claims
Kircam House
5 Whiffler Road
Norwich
NR3 2AL

Claims may be emailed to fpclaims@ulr.co.uk or notified by telephone on **01603 420080** quoting the reference 'Familyplus'.

The claims line is open 24 hours a day throughout the year.

Please provide *Your* Policy Number and a description of the Claim circumstances. A claim form will then be provided which *You* should complete and return without delay.

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:

Chief Executive Officer
Motorplus Limited
Kircam House
Whiffler Road
NORWICH
NR3 2AL

Tel: 01603 420 000
Fax: 01603 420 010

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

In the event *You* remain dissatisfied and wish to make a complaint, *You* can do so by contacting the following:

The Customer Relations Manager
UK General
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

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

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

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, or by phoning 0207 892 7300.

Definitions

Words shown in *italics* have the same meaning wherever they appear in this Policy.

Appointed Representative

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

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.

Date of Event

The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.

Insured

The person who has taken out this Policy, providing that they reside within the *Territorial Limits*.

Legal Costs

Professional legal fees which *You* are bound to pay, including reasonable fees or expenses incurred by the *Appointed Representative* whilst acting for *You* in the pursuit of *Civil Proceedings*.

Period of Insurance

The period beginning with the date of inception of this Familyplus legal expenses Policy and ending on the next expiry date of the household buildings or contents policy to which this Familyplus legal expenses Policy is annexed or 12 calendar months, whichever is the less.

Territorial Limits

The United Kingdom, the Isle of Man and the Channel Islands.

You/Your

The *Insured*, together with any of the following who reside permanently with the *Insured* and have the *Insured's* permission to make a claim:

- a) the *Insured's* spouse or partner;
- b) the *Insured's* parents or parents-in-law;
- c) the *Insured's* children under the age of 21.

We/Our/Us

UK Underwriting Limited on behalf of Ageas Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer, and/or their agent Motorplus Ltd trading as FamilyPlus and/or ULR.

This Policy Will Cover

Subject to the terms, conditions, exclusions and limitations in this Policy, *We* will pay *Legal Costs* to a maximum of £50,000 (fifty thousand pounds) for any of the following insured incidents, in order to pursue *Civil Proceedings* directly arising from one or more of the following events or causes, occurring within the *Territorial Limits* where the *Date of Event* is within the *Period of Insurance* and provided that the premium has been paid, if *We* deem that there are reasonable prospects of success:

1. **Personal Claims**
 - a) *Your* death;
 - b) a personal injury to *You*.
2. **Real property**
 - a) an infringement of *Your* legal rights arising from owning or occupying *Your* permanent place of residence;
 - b) problems arising out of buying or selling *Your* permanent place of residence;
 - c) nuisance at or trespass to land in relation to *Your* permanent place of residence.
3. **Services and personal property**
 - a) physical damage to personal property owned by *You* or for which *You* are responsible;
 - b) the purchase, hire, leasing or sale of personal or private goods, or the provision of services for *Your* private or personal use providing that the transaction was a consumer contract entered into during the *Period of Insurance*.

4. Employment

Where *You* are an employee, disputes arising out of *Your* contract of employment which give rise to a claim in an Employment Tribunal.

This Policy Will Not Cover

1. Any claim:

- a) which *You* do not report to *Us* within 180 days of the *Date of Event*;
- b) for which the *Date of Event* is before the date of inception of this Policy;
- c) under insured incident 4 above (*Employment*) for which the *Date of Event* is within 90 days after the date of inception of this Policy;
- d) for which the *Date of Event* is within 60 days after the date of inception of this Policy (other than claims under insured incidents 2 or 4 above);
- e) under insured incident 2 above (*Real Property*) for which the *Date Of Event* is within 180 days after the date of inception of this Policy;
- f) where the amount claimed is less than £100.

2. *Legal Costs* incurred:

- a) before *Our* written acceptance of a claim;
- b) whilst *You* are bankrupt, in administration or in receivership, or if *You* have entered into a composition with creditors.

3. The balance of *Legal Costs* over and above any figure *We* have previously agreed.

4. *Legal Costs* incurred in any appeal proceedings unless:

- a) *You* confirm in writing to *Us* that *You* wish to appeal at least six working days prior to expiry of any time limit for filing Notice of Appeal, or Application for Permission to Appeal (as appropriate); and
- b) *We* consider such appeal has a reasonable chance of success.

5. In respect of claims under insured incident 2 above (*Real Property*) the first £250.00 of *Legal Costs* incurred in each separate claim, and in respect of all other claims, the first £25.00 of *Legal Costs* incurred in each separate claim. In either case, such sum must be paid to *Us* before *We* can act.

6. Travelling expenses, subsistence expenses and claims for lost earnings or loss of paid holiday.

7. Fines or penalties or any damages which *You* are ordered to pay by a court, tribunal or other authority.

8. Any insured incident which *You* intentionally cause or create.

9. *Legal Costs* of or relating to claims regarding:

- 9.1 the alleged dishonesty or violent behaviour of any person;
- 9.2 divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief, affiliation or mediation connected with such issues;
- 9.3 wills, probate or inheritance;
- 9.4 patents, trademarks, copyrights, registered design or intellectual property;
- 9.5 secrecy or confidentiality agreements;
- 9.6 any business, trade or profession in which *You* are engaged, or any other venture undertaken by *You* for financial gain (other than *Your* contract as an employee);
- 9.7 clinical negligence;
- 9.8 any shareholding, directorship or partnership, or other commercial interest;
- 9.9 any remark or comment whether permanently recorded or not, which may damage *Your* reputation;
- 9.10 any computer, electric, electronic or mechanical error;
- 9.11 leases, licences, tenancies and disputes between landlord and tenant;
- 9.12 any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident;
- 9.13 planning, building or structural alteration of any building or part of such;
- 9.14 subsidence, shrinkage, ground heave, landslip, mining or quarrying;
- 9.15 any building or land other than *Your* principal home;
- 9.16 any mortgage, loan agreement or any other consumer credit scheme;

- 9.17 any party legally acquiring *Your* principal home from *You* (whether or not *You* are paid), or restrictions or controls placed upon *Your* principal home by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.18 work done by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.19 a motor vehicle owned or used by, or hired or leased to *You*;
- 9.20 any road traffic accident;
- 9.21 the settlement payable pursuant to any insurance or other policy;
- 9.22 any enforcement proceedings or procedure;
- 9.23 proceedings before or reference to the European Court of Justice or the European Court of Human Rights;
- 9.24 a dispute with *Us* or with *Your* insurance broker or provider;
- 9.25 Judicial Review;
- 9.26 war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;
- 9.27 radiation or radioactive contamination;
- 9.28 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
- 9.29 sonic pressure waves;
- 9.30 the defence of any claim brought by any other party.

10. 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 Representative*.

General Conditions

This is a legally binding contract of insurance between *You* and *Us*. This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. *We* may cancel or change any part of this contract without getting anyone else's permission.

1. *You* must:

- a) abide by the terms and conditions of this Policy;
- b) try to prevent or minimise *Legal Costs* wherever possible;
- c) send *Us* everything *We* ask for in writing.

2. *We* can:

- a) take over any claim or *Civil Proceedings* at any time and conduct them in *Your* name;
- b) negotiate or settle any claim or *Civil Proceedings* on *Your* behalf;
- c) refer any boundary or other property dispute to mediation;
- d) contact *You* direct at any point concerning *Your* claim.

3.

- a) An *Appointed Representative* will be appointed by *Us*, representing *You* pursuant to *Our* standard terms of appointment.
- b) The *Appointed Representative* will have direct contact with *Us* and must co-operate fully with *Us* at all times.
- c) *You* must co-operate fully with the *Appointed Representative* and with *Us*, keeping *Us* informed and attending such meetings or hearings as may be required at *Your* own expense.
- d) *You* must give the *Appointed Representative* any instructions that *We* request.
- e) If it becomes necessary to appoint a solicitor to assist *You* before the issue of *Civil Proceedings* *We* will choose the *Appointed Representative*. If by the date when it is necessary to issue *Civil Proceedings* *We* have not already chosen an *Appointed Representative*, *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 if they are unable to agree terms with *Us*. If there is a disagreement over the choice of *Appointed Representative* another suitably qualified person can be appointed to decide the issue (see below).
- f) *You* must at *Our* request instruct the *Appointed Representative* to have any *Legal Costs* taxed, assessed or otherwise audited.
- g) *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.
- h) *We* will not be bound by any undertaking or other promise or assurance *You* may give to the *Appointed Representative*, or which *You* or the *Appointed Representative* give to any other person.
- i) If *You* or the *Appointed Representative* 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 Representative*.

- j) If *You* settle, withdraw or abandon a claim without *Our* prior agreement, or fail to give suitable instructions to the *Appointed Representative*, the cover *We* provide will end immediately and *We* will be entitled to reclaim from *You* any *Legal Costs* paid by *Us*.
 - k) If *We* and *You* disagree about the choice of *Appointed Representative*, 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.
 - l) *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*.
 - m) *You* must not negotiate or agree to settle a claim without *Our* prior approval.
4. *We* may elect to pay *You* the amount of damages *You* are claiming, instead of starting or continuing *Civil Proceedings*.
5. *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 *Civil 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 *Civil Proceedings*, *We* will refund Counsel's fees.
6. *We* can cancel this Policy at any time by giving *You* 14 days' notice in writing.
7. *We* will not pay any claim 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 Familyplus legal expenses Policy did not exist.
8. If *You* die, *We* will insure *Your* personal legal representatives to pursue disputes covered by this Policy arising from *Your* death, provided they keep to the terms of the Policy.
9. Apart from *Us*, only *You* may enforce all or any part of this Policy and the rights and interests arising from it 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.
10. 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.
11. Any Act of Parliament mentioned in the Policy includes equivalent laws in the relevant jurisdiction.
12. This Policy is written in English and all communications about it will be in English.
13. If *We* choose to set aside a term or condition of this Policy, this will not prevent *Us* from relying on that term or condition or any other term or condition in the future.

Data Protection Act 1998

Please note that any information provided to Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and/or Ageas Insurance Limited will be processed in compliance with the provisions of the Data Protection Act 1998.

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