



CommercialPlus Residential Landlord Insurance Policy Wording

This insurance Policy has been arranged by Motorplus Limited with 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.

With effect from 1st October 2013 the registered address of Ageas Insurance Limited shall be Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Subject to the appropriate premium having been paid the Insurer agrees to cover the Insured 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.

This wording should be read in conjunction with Your Policy Schedule which details the name of the Insured, Period of Insurance, the premium the Insured has paid and the applicable Limits of Indemnity.

Important Information

This is a contract of insurance between the Insured and Ageas Insurance Limited. The insurance provided covers Legal Expenses, 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 and which is notified to the Insurer during the Period of Insurance for which the Insured has paid or agreed to pay the premium.

Demands and Needs

This Policy meets the demands and needs of businesses which want to insure against the cost of common civil legal expenses. The Policy will cover the business for up to the amount shown in respect of certain risks. Motorplus Limited does not make any personal recommendation as to whether this Policy will suit the business' individual circumstances.

Cancellation Right

This Policy may be cancelled in writing at any time by giving immediate written notice to the insurance broker or agent who issued this Policy. The *Insurer* shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the *Insured* at their last known address. Provided the premium has been paid in full the *Insured* shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. In the event of cancellation the *Insured* will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days or refund of a proportionate part of the premium corresponding to the un-expired *Period of Insurance* where the Policy is cancelled after the first 14 days. There will be no refund of premium if the *Insured* has notified a claim during the *Period of Insurance*.

Making a Claim

See Claims Condition 1 below.

Telephone Advice Lines

Advice can be provided on a wide range of areas of legal and associated tax matters, including employment and health and safety issues. The advice is provided by qualified consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded. If You are driving when using the Legal Advice Line please make sure it is safe and legal to do so.

The Advice Line is not empowered to give advice on the admissibility of any *Claim* under the Policy. If You wish to make a *Claim* or have a query about the cover provided by this Policy, You must contact Our Claims Department (see below). To help Us monitor Our service standards, telephone calls may be recorded.

When phoning, please tell Us that You are a client of the Residential Landlord scheme. Please do not phone the Advice Line to report a general insurance claim. We will not accept responsibility if the Advice Line services are unavailable for reasons We cannot control.

To contact the Advice Line, phone 0845 0405833, quoting the reference NORW0609

Special Conditions

Property Legal Disputes & Rent Recovery Claims

We will only agree to cover Your *Claim* if You have correctly issued and served the appropriate statutory and contractual notices on the Tenant.

- Section 8 Housing Act 1988– Possession Notice
- Section 21 Housing Act 1988 – Notice to Quit

If You need assistance with this process please call the Advice line.

This is a "claims made" insurance. This insurance only covers *Claims* that arise and are notified to the *Coverholder* during the *Period of Insurance*. The *Insurer* agrees in consideration of the premium to indemnify the *Insured* to the extent and in the manner provided within this Policy.

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

Definitions

The words and phrases listed below will have the following meanings wherever they appear in italics throughout this Policy:

Any One Claim

All *Claims* or legal proceedings consequent upon the same original cause, event or circumstance.

Appointed Representative

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for the *Insured* in accordance with the terms of this Policy.

Claim

A claim under this Policy for *Legal Expenses* following an insured event which occurs during the *Period of Insurance* and within the *Territorial Limits*.

Consequential Loss

Any costs that are directly or indirectly caused by the event which led to a *Claim* unless specifically stated in this Policy.

Coverholder/Our/Us/We

Qdos Broker and Underwriting Services Limited and Motorplus Limited, who administer and manage this insurance on behalf of the *Insurer*.

Excess

The amount specified in the Policy Schedule the *Insured* must pay in respect of *Legal Expenses* in respect of *Any One Claim* before the *Insurer* shall be liable to make any payment, being: £Nil where the *Insured* has obtained a positive personal reference in respect of the *Tenant* or the *Tenant* has passed a credit reference check; or £200 where the *Insured* did not obtain a positive personal reference in respect of the *Tenant* or the *Tenant* did not pass a credit reference check.

Insured/You/Your

The company, firm, partnership, association, individual or any other entity that has paid the appropriate premium, which owns the *Property* declared on the Policy Schedule. The *Insured* shall include, at the *Insured's* request, any employee including a director or partner of the *Insured*.

Insurer

UK General Insurance Limited on behalf of Ageas Insurance Limited. UK General Insurance Limited is an insurer's agent and in the matters of a *Claim* act on behalf of Ageas Insurance Limited.

Legal Expenses

- a) Any professional fees, expenses and other disbursements reasonably incurred by the *Appointed Representative* with the consent of the *Insurer*; and

- b) Any costs incurred by other parties insofar as the *Insured* is held liable in court or tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party with the consent of the *Insurer* but excluding any costs which the *Insured* may be ordered to pay by a court of criminal jurisdiction or in adjudication proceedings other than the cost of the adjudicator.

Limits of Indemnity

The maximum liability of the *Insurer* under this Policy, which is limited to the amounts specified below:

Any One Claim: £100,000

All Claims notified during the *Period of Insurance*: £500,000

Period of Insurance

The period for which the *Insurer* has agreed to provide this insurance. Unless otherwise agreed by the *Coverholder* or *Insurer* in writing this will be 12 calendar months from the date of issue of this Policy.

Professional Duty

Obligation of the *Insured* in respect of which the *Insured* has or is required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act, error or omission.

Property

Land and/or buildings owned by the *Insured*, which are used solely for domestic residential purposes, and which are declared on the Policy Schedule.

Tenancy Agreement

An agreement to use *Property* which amounts to a property right.

Tenant

A private individual, company, firm, partnership or trading individual who has entered into a *Tenancy Agreement* with the *Insured* and who occupies the *Insured's Property*.

Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

Sections of Cover

The Sections of Cover applicable are as specified below. Subject to the *Limit of Indemnity* the *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* incurred in any claim or legal proceedings made by or brought against the *Insured* within the *Territorial Limits* and notified during the *Period of Insurance* in a dispute over:

Section 1 - Property Legal Disputes

- a) the physical possession of the *Property* provided that where appropriate all statutory and contractual notices have been correctly served by the *Insured* on the *Tenant*;
- b) actual or alleged dilapidations to the *Property* subject to the amount in dispute being in excess of £1,000 and any *Legal Expenses* being limited to 75% of the amount in dispute;
- c) actual or alleged nuisance emanating from the *Property*;
- d) the non-payment of service charges due by a *Tenant* provided that the amount in dispute is in excess of £1,000 and any *Legal Expenses* being limited to 75% of the amount in dispute;

- e) the letting of *Property* owned by the *Insured* provided that the amount in dispute is more than £1,000 and the letting is in compliance with the provisions of the Housing Acts;
- f) a *Tenant's* or other third party's alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to the *Property* which causes or could cause physical damage or pecuniary loss provided that no contract exists between the *Insured* and the third party other than a *Tenancy Agreement* or for the repair, renovation, reinstatement or redecoration of the *Property*;
- g) the alleged or actual infringement of the legal rights of: the *Insured*; or
- i. a *Tenant* or other third party by the *Insured* arising out of or relating to the rightful occupation or ownership of the *Property* by the *Insured*; and
- h) any contract entered into by the *Insured* for the sale or purchase of the *Property* excluding any dispute that the *Insured* may personally have arising from or relating to the breakdown of a marriage, civil partnership or quasi-marital relationship.

Section 2 - Rent Recovery

The recovery of an undisputed debt for rent unpaid by a *Tenant* provided that:

- a) the amount in dispute exceeds £1,000;
- b) all rent debt recovery cases are notified to the *Insurer* within 45 days of the due date of the unpaid rent payment, which causes the total amount of unpaid rent to exceed the £1,000 minimum amount in dispute;
- c) all of the *Insured's* normal credit control procedures have been exhausted;
- d) the *Insurer* selects the most appropriate means of recovery; and

No more than two separate rent debt recoveries will be pursued for any one *Tenant* in any one *Period of Insurance*.

Section 3 - Attendance Expenses

The actual loss of salary or wages by the *Insured* or any of the *Insured's* directors, partners or employees or the *Insured's* letting managing agent, for up to £100 per person per day to a maximum of £1,000 for *Any One Claim*, for the time off work to attend any court or tribunal hearing as a:

- a) witness for the *Insured* at the request of the *Appointed Representative*; or
- b) defendant in legal proceedings for which the *Insurer* has accepted the *Claim* provided in either case that such salary or wages are not recoverable from the relevant court or tribunal.

In respect of all sections of cover (1, 2 and 3) the *Insurer* agrees only to indemnify the *Insured* provided that the *Insured* will suffer financial loss if the *Insured* fails to pursue or defend the *Claim* or legal proceedings.

General Exclusions

The *Insurer* shall not be liable to indemnify the *Insured* hereunder in respect of any *Claim* arising out of or in connection with:

1. any dispute arising during the first 90 days of the first *Period of Insurance*, unless it can be evidenced that the *Insured* previously held comparable legal expenses cover with another insurer immediately prior to inception of this Policy;
2. the pursuing or defending of the payment or non-payment of any tax;
3. a dispute relating to rent, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
4. any dispute arising from the negotiation, review or renewal of a *Tenancy Agreement* or the subsequent purchase of the *Property* whether or not such purchase is completed;
5. any actual or alleged harassment of a *Tenant* or the *Insured*;
6. any dispute where the *Insured* has failed to maintain in full force and effect during the *Tenancy Agreement* buildings' insurance covering the standard range of perils;
7. a dispute over subsidence or heave howsoever caused;
8. a contract dispute other than where the contract is a *Tenancy Agreement*;
9. any planning application review or decision;
10. the defence of the *Insured* in civil legal proceedings arising from:
 - a. injury or disease;
 - b. loss, destruction or damage of or to property (other than as specified in 'Sections of Cover');
 - c. the alleged breach of any *Professional Duty*; or
 - d. any tortious liability (other than as specified in 'Sections of Cover');
11. any *Claim* made, brought or commenced outside the *Territorial Limits*;
12. *Legal Expenses* incurred without the prior written consent of the *Insurer*;
13. any *Claim* relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this Policy and which has or which the *Insured* knew or ought reasonably to have known may give rise to a dispute by or against the *Insured*;
14. fines or other penalties imposed by a court or tribunal;
15. any *Claim* or legal proceedings in respect of which the *Insured* is, or but for the existence of this Policy would be, entitled to indemnity under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order;
16. any *Claim* arising out of the deliberate, conscious, intentional or negligent disregard by the *Insured* of the need to take all reasonable steps to avoid and prevent *Claims*, legal proceedings or disputes;
17. any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
18. disputes between the *Insured* and any parent or subsidiary company or partner;
19. any dispute between the *Insured* and the *Insurer*, the *Appointed Representative* or their insurance broker;
20. any *Claim* arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not or the use or alleged use of any intellectual property;
21. any *Claim* arising out of or in connection with defamation or alleged defamation of or by the *Insured*;
22. judicial review;

- 23. appeals arising out of legal proceedings in respect of which no *Insurer's* consent has been granted;
- 24. any *Claim, Consequential Loss*, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;
- 25. any *Legal Expenses* which the *Insured* should or would have had to incur irrespective of any dispute;
- 26. any expense, *Consequential Loss*, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:

 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

- 27. any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following (including any action taken in controlling, preventing, suppressing or in any way relating to) regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

 - a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b. any act of terrorism.

For the purposes of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

- 28. Any claim under Sections 1 and 3 where the *Insured* has not obtained a positive personal reference in respect of the *Tenant*.
- 29. Any claim under Section 2 where the *Tenant* has not passed a credit reference check undertaken by a licensed credit reference agency.

General Conditions

1. Arbitration

Any dispute between the *Insured* and the *Insurer* shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England & Wales. The apportionment of the costs of the arbitration shall be determined by the arbitrator.

2. Due Observance

The *Insured* must act with due diligence and at all times act and comply with all the terms, conditions and provisos under this Policy. The Insured must endeavour to avoid and prevent *Claims*, legal proceedings and disputes.

3. Governing Law

Unless some other law is agreed in writing, this Policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which the *Insured's* main residence is situated.

4. 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, some of which may not have equivalent Data Protection laws.

We may obtain information about *You* from credit reference agencies, fraud prevention agencies and similar organisations to enable *Us* to check *Your* credit status and identity. These agencies will record *Our* enquiries, which may be seen by other companies who make their own credit enquiries. We may also check *Your* details with fraud prevention agencies.

If *You* provide false or inaccurate information and *We* suspect fraud, *We* will record *Our* concerns. *We* and other organisations may use these records to help make decisions on insurance proposals and *Claims*, prevent fraud, recover debt and check *Your* identity to prevent money laundering.

Under Data Protection legislation, you can ask Motorplus Limited in writing for a copy of certain personal records held about you. Please write to: Motorplus, Kircam House, Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made.

5. Acts of Parliament

All Acts of Parliament referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits.

Claims Conditions

1. Notification of Claims

It is a condition precedent to the liability of the *Insurer* that the *Coverholder* be notified in writing during the *Period of Insurance* immediately once the *Insured* becomes aware of any cause, event or circumstance which has given or may give rise to a *Claim*. Where such notification has been given, the *Insurer* agrees to treat any subsequent *Claim* in respect of the cause, event or circumstance notified as though the *Claim* had been notified during the *Period of Insurance*. The *Coverholder* will forward to the *Insured* a claim form which must be completed and returned immediately.

CommercialPlus

Kircam House
Whiffler Road
Norwich
NR3 2AL
Tel: 0845 040 5833
Fax: 01603 420 010

2. Consent

It is a condition precedent to the liability of the *Insurer* that their consent to incur *Legal Expenses* must firstly be obtained in writing. This consent will be given by the *Coverholder* on behalf of the *Insurer* if the *Insured* can satisfy the *Coverholder* that:

- a) The *Claim* can be pursued in a proportionate manner. In determining whether a *Claim* can be pursued in a 'proportionate manner' we will consider whether a person would consider the costs reasonable, if they did not have legal expenses insurance, and were financing their own legal costs.

- The *Coverholder* will consider points including:
- the amount being claimed;
 - the value and issues in question of the *Insured's* case;
 - the *Insured's* location and that of the other party;
 - the legal costs and expenses that the *Coverholder* would expect a representative appointed by them to charge.
- b) The legal proceedings that are contemplated have reasonable prospects of success; i.e. reasonable prospects of successfully recovering damages from the other party, or, reasonable prospects of successfully defending a claim brought against the *Insured*.

If during the course of a *Claim* the *Insured* ceases to satisfy the *Coverholder* in respect of a) or b) above, indemnity will be withdrawn in respect of *Legal Expenses*. The decision to grant consent or to withhold it will be taken on receipt of:

- a fully completed Claim Form;
- the information and documentation the *Coverholder* reasonably requests;
- a legal opinion from the *Appointed Representative* as to a) and b) above;
- any advice the *Coverholder* may deem it necessary to take;
- evidence of the *Tenant Reference* checks made immediately before the commencement of the *Tenancy Agreement*.

With the agreement of the *Insured*, the *Coverholder* may provide assistance in settling disputes, the costs of which will be covered under this Policy subject to the payment of the *Excess* within the *Limits of Indemnity*.

The *Coverholder* at its discretion may require the *Insured* to obtain an opinion from Counsel at the *Insured's* expense as to the merits of the subject matter of the *Claim* such opinion to have regard to the same issues that the *Coverholder* has in assessing the merits of any legal action. If based upon such opinion the *Coverholder* is satisfied in respect of a) and b) above the *Legal Expenses* in obtaining that opinion will be paid by the *Insurer* within the *Limits of Indemnity*.

In granting its consent the *Insurer* undertakes to provide indemnity to the *Insured* subject to the terms and conditions of this Policy such consent does not imply that all *Legal Expenses* will be paid. In particular *Legal Expenses* for matters that go beyond the immediate scope of the *Claim* shall be deemed by the *Insurer* to fall outside the indemnity provided by this Policy. The *Coverholder* reserves the right to limit its consent by time and or financial amount of *Legal Expenses* and or stage of proceedings to allow for a review of their continued consent.

If after consent has been granted it is shown that the *Claim* has not been brought within the terms and conditions of this Policy the *Coverholder's* consent will be withdrawn and no indemnity shall be provided. The *Insurer* shall be entitled to recover any *Legal Expenses* previously paid.

If the *Insured* elects to proceed with the pursuit or defence of a dispute or legal proceedings to which the *Coverholder's* consent has been refused through lack of reasonable prospects as required in b) above and if the *Insured* is successful in such pursuit or defence, the *Insurer* will pay *Legal Expenses* incurred after such consent had been refused subject to the terms/conditions of this Policy.

3. Instruction and choice of Appointed Representative and Counsel

The *Coverholder* will choose an *Appointed Representative* to act on behalf of the *Insured* in any *Claim* under certain Sections as specified in the Schedule. Where recourse is necessary to a lawyer and proceedings are issued, the *Insured* is free to choose an *Appointed Representative* to act in the name of and on behalf of the *Insured* in any legal proceedings to which the *Coverholder* has consented subject to the *Excess*. The name and address of the *Appointed Representative* the *Insured* proposes to instruct must be notified to the *Coverholder* in writing. The *Coverholder* will accept such nomination provided the *Coverholder* is satisfied the proposed *Appointed Representative* will co-operate and enable the *Insured* to comply with the terms and conditions of this Policy and provided the proposed *appointed consultant's* charging rates are fair in regard to the particular legal proceedings.

Where the *Insured* chooses to appoint a non-panel *Appointed Representative* the *Legal Expenses* payable under this Policy shall be restricted to those detailed in the *Coverholder's* standard terms of appointment for panel representatives and always subject to the *Limit of Indemnity*. A copy of the standard terms of appointment for panel representatives is available on request by contacting the *Coverholder* using the details shown under Claims Condition 1.

A dispute arising from the *Insured's* choice may be referred to Arbitration in accordance with General Condition 1.

The *Insured* must not, without the written consent of the *Coverholder*, enter into any agreement with the *Appointed Representative* as to the basis of calculation of *Legal Expenses*. The *Coverholder* may withdraw consent previously given at any time.

In selecting the *Appointed Representative* the *Insured* shall have regard to its duty to minimise the cost of any *Claim* or legal proceedings. In all cases the *Appointed Representative* shall be appointed in the name of and on behalf of the *Insured*. If in the course of any *Claim* or legal proceedings the *Appointed Representative* wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the *Coverholder* for consent to the proposed instruction which will not be unreasonably withheld.

4. Disclosure

It is a condition precedent to the *Insurer's* liability that:

- a) the *Insured* must give the *Appointed Representative* and the *Coverholder* all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the *Insured's* possession. The *Insured* must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested;
- b) the *Coverholder* is entitled to receive from the *Appointed Representative* and *Insured* any information, document or advice in connection with any *Claim* and the subject matter of any *Claim* even if privileged. In addition the *Insured* must instruct the *Appointed Representative* to provide the *Coverholder* with regular updates on the progress of the subject matter of any *Claim* and inform the *Coverholder* immediately if and when any circumstance adversely impacts the factors taken into account in granting the *Coverholder's* consent. On request the *Insured* will give to the *Appointed Representative* any instructions necessary to secure the required access.

Indemnity may be withdrawn if the *Insured* fails to co-operate with the *Coverholder's* or the *Appointed Representative's* requests or fail to adhere to the terms and conditions of this Policy.

5. Payment of Legal Expenses

All bills for *Legal Expenses* which the *Insured* receives from the *Appointed Representative* should be forwarded to the *Coverholder* without delay. If the *Coverholder* so requires the *Insured* must ask the *Appointed Representative* to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal. The *Insured* is responsible for payment of all *Legal Expenses*. The *Insurer* may settle these direct if requested by the *Insured* to do so. The payment of some *Legal Expenses* does not imply that all *Legal Expenses* will be paid.

6. Offer of Settlement

It is a condition precedent to the liability of the *Insurer* that the *Insured* must inform the *Coverholder* in writing as soon as an offer to settle the subject matter of the *Claim* is received and/or the *Insured* proposes to make an offer of settlement. In any settlement, the *Insured* must have regard to *Legal Expenses* incurred or likely to be incurred and the recovery thereof. No indemnity will be provided if the *Insured* enters into any agreement to settle without the prior written consent of the *Coverholder* (such consent not to be withheld without good reason) and the *Insurer* shall be entitled to recover any *Legal Expenses* previously paid. If the *Insured* unreasonably rejects an offer of settlement which the *Coverholder* recommends acceptance of or makes an offer which the *Coverholder* does not agree no further indemnity shall be provided.

The *Insurer* may at its absolute discretion decide to pay the *Insured* the amount of damages that the *Insured* is claiming or is being claimed against the *Insured* instead of indemnifying the *Insured* for *Legal Expenses*. If the *Insured* does not consent to such an action the *Insurer* reserves the right to limit its liability to the amount of *Legal Expenses* it had decided to pay.

7. Recovery of Costs

Whenever the *Insured* is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the *Insurer*. The *Insured* and their *Appointed Representative* must make every effort to make a full recovery of costs.

8. Appeal Procedure

If, following legal proceedings to which the *Coverholder* has consented, the *Insured* wishes to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to the *Coverholder* through the *Appointed Representative* immediately or as soon as practicable so that the *Coverholder* may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of the *Insured* following legal proceedings to which the *Coverholder* has consented, the *Insured* must notify the *Coverholder* immediately in order that cover shall continue. The *Coverholder* will inform the *Appointed Representative* of its decision. If the *Coverholder* requires, the *Insured* must co-operate in an appeal against the judgment or decision of a court or tribunal.

9. Duty to Minimise

The *Insured* must endeavour to minimise the cost and effect of any *Claim* or legal proceedings under this Policy (for example: by co-operating with the *Coverholder* and the *Appointed Representative* and promptly providing any information or documentation requested).

10. Fraudulent Claims

If the *Insured* makes any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to a dispute, this Policy shall become void and any premiums paid hereunder shall be forfeited and the *Insurer* shall be entitled to recover any monies previously paid.

11. Insolvency or Liquidation of the Insured

If the *Insured* becomes insolvent or is placed in liquidation during the course of any *Claim* or legal proceedings to which the *Coverholder's* consent has been given the *Coverholder* reserves the right to withdraw that consent. The *Insured* shall be deemed insolvent or in liquidation upon the appointment of an office holder within the meaning given by the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985.

12. Value Added Tax

If the *Insured* is registered for VAT, the *Insurer* will not pay the VAT element of any *Legal Expenses*.

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 Nominated Complaints Handler

Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Tel 01455 850000
Fax 01455 841000
Email compliance@qdosconsulting.com

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

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 event that Ageas Insurance Limited cannot meet their obligations. 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 obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

CommercialPlus and ULR Additions are trading names of

Motorplus Limited

Motorplus Limited is authorised and regulated by the Financial Conduct Authority

ULR COMC 1000 WPW 0813

