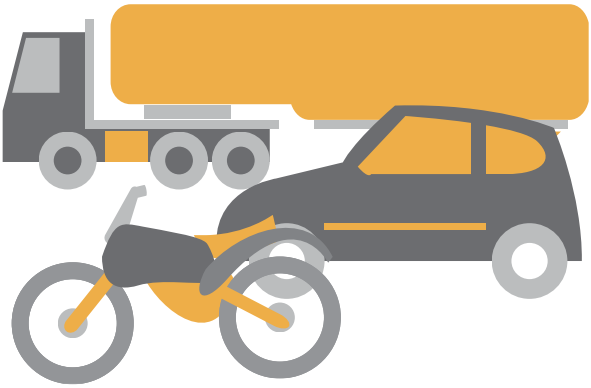
ADRIAN FLUX

modern approach, traditional values

Your **Motor Legal Expenses** Policy Booklet

It includes everything you need to know about your policy.



Act quickly after an accident and call our claims department:

0344 381 4420

We are open 24 hours a day, 365 days a year

Welcome to Motorplus.

This is your Motor Legal Expenses Policy supplied to you by Adrian Flux in partnership with MotorPlus Limited.

This booklet contains everything you need to know about your Motor Legal Expenses 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. We suggest you keep this document in a safe place as you will need to refer to it in the event of an accident. If you have any queries, please contact your insurance provider who will be happy to assist.

Our Motor Legal Expenses policy will cover you and any named driver for up to £100,000 of legal costs to pursue unrecovered losses arising from a non-fault accident, where there are reasonable prospects of success.

Such recovered losses may include damages for death or personal injury, repair costs, damage to personal items, loss of earnings, policy excess and other associated costs you may incur.

We can also recommend one of a specialist panel of personal injury solicitors should you be injured after the accident.

Not only this, but we can get you back on the road by instructing one of our panel hire firms to provide you with a like for like vehicle whenever possible.

Cover extends to cars and vans.

Contents.

If you have a Motor Accident	3
Your Policy	3
Demands & Needs	4
Cancellation Right	4
Making a Claim	4
Policy Definitions	5
This Policy Will Cover	7
This Policy Will Not Cover	8
General Conditions	9
Complaints Procedure	12
Financial Services Compensation Scheme	13
Data Protection Act	13
Consumer Insurance Act	13
Choosing A Solicitor	15

If you have a Motor Accident.

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

However with the benefit of your Motor Legal Expenses Cover, we can help.

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 on **0344 381 4420**.

Please remember we are here to help you, 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 for 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 costs 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.

If you have "uninsured losses" (losses which you cannot claim through your own insurers, such as lost earnings, policy excess or compensation for injuries) then once your claim is reported and accepted, we will try and recover these losses for you from the party responsible or their insurer.

Your Policy.

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, 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 0800 111 6768.

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 Contracts (Rights of Third Parties) Act 1999.

Demands and Needs.

This ***Policy*** meets the demands and needs of customers who want to insure against the risk of costs in the event that they wish to bring a claim for ***Uninsured Losses*** against an ***Opponent*** following an incident involving a motor vehicle which occurs after the inception of this ***Policy***. The ***Policy*** will cover ***You*** and any named driver for up to £100,000 for any one claim in respect of ***Claims*** for ***Insured Incidents*** which are wholly or mainly the fault of a third party. This ***Policy*** will pay the ***Insured Person's Legal Representative's Fees and Expenses*** together with ***Adverse Costs*** as set out in this ***Policy*** which the ***Insured Person*** may be ordered to pay by a court, or which they agree to pay with ***Our*** permission. ***We*** do not make any personal recommendation as to whether this ***Policy*** will suit ***Your*** individual circumstances.

Cancellation Right.

If ***You*** decide that for any reason that this policy does not meet ***Your*** insurance needs, then please return it to the insurance broker or agent who provided this policy to ***You*** within 14 days from the day of purchase or on the day ***You*** receive ***Your*** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, ***We*** will then refund ***Your*** premium in full. If ***You*** wish to cancel ***Your*** policy after 14 days ***You*** will not be entitled to a refund.

The ***Insurer*** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to ***You*** at ***Your*** last known address. Valid reasons may include but are not limited to:

- Fraud;
- Non-payment of premium;
- Threatening and abusive behaviour;
- Non-compliance with policy terms and conditions.

Provided the premium has been paid in full ***You*** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Making a Claim 24/7.

Claims are normally handled within ***Our*** Claims Centre.

If an accident occurs:

- write down the details of each vehicle and driver
- take the names and addresses of any witnesses

Any ***Insured Person*** may make a ***Claim*** under this ***Policy***. Please note that all ***Claims*** must be reported to ***Us*** within 180 days of the ***Insured Incident***.

CALL 0344 381 4420

Or
EMAIL claims@ulr.co.uk

Or write to:
MotorPlus Claims
Kircam House, 5 Whiffler Road, Norwich, NR3 2AL

Please quote **Motor Legal** in all communications.

When the ***Insured Person*** reports a ***Claim, We*** will wherever possible take full details by telephone so that ***We*** can then take further action to assist the ***Insured Person*** straight away. On some occasions ***We*** will need further information. Where this is the case, ***We*** will provide the ***Insured Person*** with a claim form which must be completed and returned to ***Us*** without delay.

The ***Insured Person*** must also send ***Us*** any information or documentation that ***We*** request in order to fully consider the ***Claim*** and allow ***Us*** to take the necessary action.

REMEMBER The claims line is open 24 hours a day, 365 days a year.

Definitions.

The following words or phrases have the same meaning wherever they appear in this document in ***bold italic.***

Adverse Costs
Any legal costs (including profit costs, ***Disbursements***, VAT and interest) which the ***Insured Person*** pays the ***Opponent*** by order of the court or with ***Our*** prior written agreement. These may include, for example, the ***Opponent's*** solicitor's fees, barrister's fees and/or expert's fees.

Approval, Approve(d), Approving
The act of ***Us*** agreeing in writing to provide indemnity in accordance with the terms of this ***Policy***.

Claim(s)
The pursuit, against an ***Opponent,*** of:

- ***Uninsured Losses*** arising out of damage to the ***Vehicle,*** but only if the ***Vehicle*** belonged to ***You;*** or
- ***Uninsured Losses*** arising out of loss or damage to any personal belongings in or on the ***Vehicle,*** but only if they belonged to ***You;*** or
- damages for death or bodily injury sustained by an ***Insured Person*** whilst travelling in, or getting into or out of the ***Vehicle;*** or
- any other ***Uninsured Losses*** sustained by ***You*** to which ***We*** have given ***Our Approval*** to proceed with the ***Claim*** and providing always that such ***Uninsured Losses*** or damages arise solely out of the ***Insured Incident***.

Consent
Our written agreement to a particular course of action (such as settling a ***Claim***).

Cover Period
The period of time beginning with the date of inception of this ***Policy*** and ending either:

a) on the date on which ***You*** cancel this ***Policy***; or
b) on the date on which ***You*** cancel ***Your Motor Insurance*** Policy; or
c) after 12 calendar months whichever is less.

Disbursements
Any sum spent by the ***Legal Representative*** on behalf of the ***Insured Person*** in respect of services supplied by a third party, providing that:

a) the ***Insured Person*** received the services;
b) the ***Insured Person*** was responsible for paying the third party for the services;
c) the ***Insured Person*** knew that the services were being provided by a third party;
d) the services were in addition to and distinct from the services supplied by the ***Legal Representative*** to the ***Insured Person*** on their own account; and
e) ***We*** have agreed the amount to be paid in advance of the third party being instructed.

Disbursements may include, for example, barrister's fees (provided that the barrister is not acting under a Conditional Fee Agreement) or expert's report fees.

Fees and Expenses
Any professional fees reasonably incurred by the ***Legal Representative*** in pursuit of the ***Claim*** together with any ***Disbursements*** that they incur or pay, including, where appropriate, Value Added Tax.

For the purposes of this definition, "reasonably incurred" shall mean costs that are deemed by a court to be reasonable upon an assessment on the standard basis. Under the "standard basis" of costs assessment the court will only allow costs which are proportionate to the matters in issue and will resolve any doubt it may have in favour of the party claiming those costs, as to whether costs have been reasonably incurred and/or that they are reasonable and proportionate.

Insured Incident
Shall mean an incident which occurs within the ***Cover Period*** and the ***Territorial Limits*** involving ***Your Vehicle*** and the vehicle of a third party (including collisions) and which causes:

- damage to ***Your Vehicle;*** or
- damage to any personal belongings within or on the ***Vehicle***; or
- the death of or bodily injury to an ***Insured Person*** who was travelling in, or getting into or out of the ***Vehicle***; or
- ***You*** to sustain any other ***Uninsured Losses***; and

being the fault of the third party allows the ***Insured Person*** to be able successfully to make a ***Claim***. The event must be covered by the ***Motor Insurance Policy*** issued in respect of ***Your Vehicle***.

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

Legal Representative
Any appropriately qualified person (or company or firm) who has been approved by ***Us*** to represent an ***Insured Person*** in pursuit of a ***Claim*** against an ***Opponent***.

"The ***Legal Representative"*** is a reference to the specific ***Legal Representative*** who acts in a particular ***Claim***.

Motor Insurance Policy
The policy of motor insurance for ***Your Vehicle*** which has been issued in accordance with the requirements of the Road Traffic Act 1988, to which this ***Policy*** is attached.

Opponent
The third party responsible for the accident or collision which has given rise to an ***Insured Event*** under this ***Policy*** and against whom the ***Insured Person*** wishes to bring a ***Claim***. Proceedings may not be issued against ***Us***, the ***Insurer*** or ***Your*** insurance broker or agent, nor may proceedings be issued against an employer where ***You*** are the employer and the driver is ***Your*** employee.

Part 36 Offer
Any offer made by an ***Opponent*** to settle a ***Claim*** which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the ***Claim*** and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause the ***Insured Person*** to pay part of their ***Opponent's*** costs should the ***Insured Person*** reject an offer, continue with the legal proceedings and subsequently fail to obtain more than they were offered by the ***Opponent,*** or should they accept outside the 21 day period. This includes offers made under Part 36 of the Civil Procedure Rules 1998.

Partial Costs Order
A costs order that is in favour of the ***Insured Person*** but (for reasons unrelated to any ***Part 36 Offer***) is for only a part of their costs. For example, the costs arising from a particular application may be dealt with separately from the costs of the ***Claim*** as a whole.

Policy
This before-the-event legal expenses policy providing cover for ***Adverse Costs*** and ***Fees and Expenses,*** together with the Policy Schedule and any endorsement which attaches to it.

Territorial Limits
The European Economic Area (the European Union plus Iceland, Liechtenstein and Norway) and in addition the Isle of Man, Jersey, Guernsey, Albania, Andorra, Bosnia Herzegovina, Croatia, FYR Macedonia, Monaco, Montenegro, San Marino, Serbia, Switzerland and the European part of Turkey.

Terrorism
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.

Uninsured Loss(es)
Any loss directly arising from the ***Insured Incident*** in question that is not covered by any other insurance policy.

Vehicle
The vehicle specified in the ***Motor Insurance Policy*** issued with this ***Policy***, which was being driven by a person entitled to drive under the ***Motor Insurance Policy,*** together with any caravan or trailer attached to such vehicle at the time of the ***Insured Incident***.

We, Our, Us
MotorPlus Limited, trading as ULR Additions, an insurance intermediary who is authorised to manage claims on behalf of the ***Insurer.***

You, Your, Yourself, Insured Person
The named holder of this ***Policy*** who is domiciled in the United Kingdom together with any other person who is entitled to drive the ***Vehicle*** under the ***Motor Insurance Policy.***

This *Policy* Will Cover.

Subject to the terms, conditions, exclusions and limitations in this ***Policy***, ***We*** will indemnify an ***Insured Person*** for ***Adverse Costs*** and ***Fees and Expenses*** to a maximum of £100,000 in respect of any one claim, where:

- the ***Adverse Costs*** and ***Fees and Expenses*** are payable as a result of the pursuit of a ***Claim*** directly arising from one or more ***Insured Incidents***, occuring within the ***Territorial Limits*** and during the ***Cover Period;*** and
- ***We*** have given ***Our*** prior ***Approval*** to the pursuit of the ***Claim*** before any legal proceedings have commenced***;*** and
- the premium has been paid.

Approval will be given if there are reasonable prospects that the ***Claim*** will be successful and that it can be pursued in a proportionate manner. If this is not the case, ***We*** will decline cover.

'Reasonable prospects' means a 51% or greater chance that ***You*** will be successful in ***Your*** pursuit of legal proceedings.

In determining whether a ***Claim*** can be pursued in a 'proportionate manner' ***We*** will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable. The factors ***We*** will take into account in assessing whether those costs are reasonable include:

- the prospects of success and the likely costs of pursuing the ***Claim***;
- the amount claimed and the amount that is likely to be recovered;
- the amount of ***Adverse Costs*** that ***We*** would be likely to pay if the ***Claim*** was unsuccessful;
- the prospects of enforcing a judgment or agreement;
- the circumstances of the ***Insured Incident,*** including the conduct of the ***Insured Person;*** and
- any other relevant factor.

This *Policy* Will Not Cover.

We will not indemnify the ***Insured Person*** for any of the following:

a) Any legal action brought against the ***Insured Person;***

b) Any ***Claim*** arising out of an ***Insured Incident*** that was not covered by the ***Motor Insurance Policy;***

c) Any ***Claim*** (or any part of any ***Claim***) in which the ***Insured Person*** intends to be a self-representing litigant (otherwise known as a 'litigant in person'), except where:

- the ***Claim*** is allocated to the Small Claims Track in England and Wales and has been accepted by ***Us***; or
- ***We*** have given ***Our Consent;***

d) Any ***Adverse Costs*** or ***Fees and Expenses*** incurred prior to ***Us Approving*** the ***Claim***;

e) Any ***Claim*** which is settled or discontinued without ***Our*** written ***Consent***;

f) Any ***Claim*** which was not notified to ***Us*** within 180 days of the ***Insured Incident***;

g) Any ***Adverse Costs*** or ***Fees and Expenses*** arising out of proceedings other than those that ***We*** have ***Approved*** in writing;

h) Any ***Adverse Costs*** or ***Fees and Expenses*** which were incurred after any breach of the terms and conditions of this ***Policy***;

i) Any ***Adverse Costs*** or ***Fees and Expenses*** which were incurred as a result of the failure of an ***Insured Person*** to discharge their obligations under this ***Policy***;

j) Any fines, penalties or damages which the ***Insured Person*** is ordered to pay by a court (or other such authority);

k) Any ***Claim*** arising out of an ***Insured Person's*** alleged dishonesty or violent conduct;

l) Any ***Claim*** arising out of an ***Insured Person's*** alleged use of drugs or alcohol;

m) Disputes arising from or relating to:

i) parking offences;

ii) criminal prosecutions or family proceedings;

iii) judicial review or applications for judicial review;

iv) enforcement proceedings;

v) the terms and conditions of this ***Policy,*** including the alleged rights of a person other than ***You*** to enforce the terms of this ***Policy.***

For the avoidance of doubt no person other than those defined under the definition of ***Insured Person*** above shall be entitled to claim against this ***Policy;***

n) Any ***Adverse Costs*** or ***Fees and Expenses*** in any ***Claim*** where those costs are covered by another insurance policy or similar scheme including cover arising by virtue of an ***Insured Person's*** trade union membership;

o) Any monies or costs other than ***Adverse Costs*** and ***Fees and Expenses***;

p) Any ***Claim*** where the ***Opponent*** (or would-be ***Opponent***) cannot be traced or identified, or is not insured for the risks of a ***Claim;***

q) Any legal liability directly or indirectly caused by or contributed to by or arising from:
i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
r) Any other costs that are directly or indirectly caused by the ***Insured Event,*** unless specifically stated in this ***Policy;***
s) Any damage or liability directly or indirectly occasioned by, happening through, or in consequence of war, ***Terrorism***, piracy, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
t) Any damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
u) ***Claims*** in excess of the limit of indemnity of £100,000 for any one claim;
v) ***Claims*** where in ***Our*** opinion there are no reasonable prospects of success;
w) ***Claims*** in respect of damage or losses arising from races, rallies or competitions, or ***Claims*** where the ***Vehicle*** has not been maintained in accordance with the manufacturer's recommendations and/or instructions – including servicing and vehicle faults;
x) ***Claims*** where the ***Legal Representative*** has refused to continue to represent the ***Insured Person***, or where the ***Legal Representative*** has been instructed to cease acting on the ***Insured Person's*** behalf by anyone other than ***Us***;
y) Where the ***Insured Person*** has disregarded ***Our*** advice to accept a ***Part 36 Offer*** to settle a ***Claim***;
z) Where ***We*** have advised the ***Insured Person*** that their ***Claim*** would be best settled by other means than the issue of legal proceedings in a court of law within the United Kingdom;
aa) Any ***Adverse Costs*** awarded as a result of the unreasonable behaviour (as determined by the Courts) of the ***Insured Person*** or their ***Legal Representative***. Please refer to the General Conditions for details of what ***We*** expect of the ***Insured Person*** and ***Legal Representative*** in the event of a ***Claim***.

General Conditions.

The following conditions apply to this ***Policy***:

1) *Your* Responsibilities

Where ***You*** make a ***Claim, You*** must comply with the "Insured Person's Responsibilities" (General Condition 2).

If ***You*** fail to comply then no cover will be provided under this ***Policy.***

***2) Insured Person's* Responsibilities**

The ***Insured Person*** must comply with the following conditions for cover to be provided under this ***Policy.***

a) The ***Insured Person*** must give proper and careful consideration to any legal advice that either ***We*** or the ***Legal Representative*** provide. Where that advice is to accept or make an offer to settle the ***Claim*** or to discontinue it, and where the ***Insured Person*** rejects that advice, ***We*** may withdraw cover under this ***Policy*** for any ***Adverse Costs*** or ***Fees and Expenses*** incurred after the date on which that advice was rejected. If the ***Insured Person*** fails to give instructions within 7 days of receiving the advice, then it will be deemed to have been rejected and (unless ***We*** agree otherwise) cover will cease thereafter.

b) The ***Insured Person*** must:
i) notify the ***Claim*** to ***Us*** within 180 days of the date of the ***Insured Incident***;

ii) promptly tell ***Us*** (or the ***Legal Representative***) about any matters that might affect the chances of success in the ***Claim***, the amount of damages that are likely to be recovered, or the amount of the costs of the ***Claim***;

iii) keep ***Us*** informed (or ask the ***Legal Representative*** to keep ***Us*** informed) of the progress of the ***Claim,*** and in particular, whether any offers have been made or are proposed;

iv) obtain ***Our*** written ***Consent*** before any ***Part 36 Offer*** or other offer of settlement made by the ***Opponent*** is rejected;

v) co-operate with ***Us*** and with the ***Legal Representative***;

vi) take all reasonable steps to keep any ***Adverse Costs*** and ***Fees and Expenses*** as low as possible (for example, by not involving the ***Legal Representative*** in unnecessary correspondence or telephone calls);

vii) give the ***Legal Representative*** instructions that allow them to do their work properly (for example, by promptly supplying information to the ***Legal Representative*** when asked to do so);

viii) not deliberately mislead ***Us*** or the ***Legal Representative***;

ix) not exaggerate the ***Claim*** or bring any false or contrived ***Claim***;

x) attend court when asked to do so; and

xi) go to any expert examination when asked to do so.

c) Where the ***Insured Person*** fails to comply with responsibilities b)x or b)xi, then cover will cease in the sense that ***We*** will pay no ***Adverse Costs*** or ***Fees and Expenses*** incurred from the date on which the failure to comply took place. The same is true of responsibilities b)ii to b)iv, save that the date on which cover will cease will be the date upon which the ***Insured Person*** ought to have complied with those obligations.
Where there has been a failure to comply with any of the responsibilities described at b)v to b)vii, then ***We*** will pay no more than the amount ***We*** would have paid had the ***Insured Person*** complied with those obligations. Where there has been a breach of responsibilities b)viii or b)ix, cover will cease entirely and with retrospective effect.

d) Where ***We*** have paid ***Adverse Costs*** or ***Fees and Expenses*** incurred during a period when cover had ceased or did not exist, then the ***Insured Person*** will be liable to repay those monies; for the avoidance of doubt, the ***Insured Person*** will be deemed to have received them notwithstanding the fact that they may have been paid directly to the ***Opponent*** or the ***Legal Representative***.

e) Where appropriate, the ***Insured Person*** must act upon any order for costs promptly.

f) The ***Insured Person*** must not do anything to impede any negotiations about costs or any assessment of costs.

3) Legal Representation

a) This ***Policy*** provides cover for ***Adverse Costs*** and ***Fees and Expenses.*** Where a ***Claim*** is made ***We*** will ordinarily recommend a ***Legal Representative*** which is a member of ***Our*** panel. If the ***Insured Person*** is not happy with the ***Legal Representative We*** have recommended, they may advise ***Us*** and ***We*** will generally suggest an alternative.

b) The ***Insured Person*** has the right to choose their ***Legal Representative.*** In particular:

i) where recourse is had to a lawyer (or other person having such qualifications as may be necessary) to represent or serve the interests of the ***Insured Person*** in any ***Claim***, the ***Insured Person*** shall be free to choose that lawyer (or other person). 'In any ***Claim***' means that proceedings have begun or are about to begin; and

ii) the ***Insured Person*** shall also be free to choose a lawyer (or other person having such qualifications as may be necessary) to serve their interests whenever a conflict of interests arises.

c) If ***We*** believe that the ***Legal Representative*** lacks the skills to win the ***Claim***, ***We*** will be at liberty to decline to ***Approve*** the ***Claim*** on its merits, but only if ***We*** have told the ***Insured Person*** about ***Our*** concerns and have given them the opportunity to choose a different ***Legal Representative***.

d) The ***Insured Person*** must give ***Us*** direct access to the ***Legal Representative*** and must authorise them to tell ***Us*** about the ***Claim***, its merits, its progress, and any other relevant matter.

e) ***We*** will agree terms of business with the ***Legal Representative*** before they commence work. These terms will include the service standards ***We*** expect the ***Legal Representative*** to meet on ***Your*** behalf. They may also limit the amount that will be paid in terms of the ***Legal Representative's*** hourly charging rate. ***You*** may ask ***Us*** for a copy of these agreed terms at any time. If the ***Legal Representative*** cannot agree to ***Our*** terms of business then no indemnity will be provided under this ***Policy***.

4) Particular Circumstances

a) ***Our Consent*** is required in <u>all circumstances</u> where it is proposed:

i) to discontinue a ***Claim***; or

ii) to take any course of action (including settling the ***Claim***) that would be likely to result in the ***Insured Person*** having to pay ***Adverse Costs***; or

iii) to have costs (including ***Adverse Costs***) assessed by way of a detailed assessment (but not provisional assessment); or

iv) to agree the amount of ***Adverse Costs***.

Consent will not be refused without good reason, but if the proposed course of action is not one that can be pursued in a proportionate manner, then ***Consent*** may be withheld.

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. ***We*** will consider points including:

- the amount being claimed;
- the value and issues in question of ***Your*** case;
- ***Your*** location and that of the other party;
- the legal costs and expenses ***We*** would expect a ***Legal Representative*** appointed by ***Us*** to charge.

Where ***Consent*** was required but was not obtained, cover under this ***Policy*** will cease with retrospective effect.

b) Where the ***Opponent*** has made a ***Part 36 Offer*** and where the ***Insured Person*** has been ordered to pay ***Adverse Costs*** (or agrees, with ***Our*** prior written agreement, to pay ***Adverse Costs***) as a result of them having failed to recover more than was offered, then:

i) subject to the provisions in ii) below, ***We*** will pay the ***Adverse Costs*** regardless of whether they are (from the ***Opponent's*** point of view) to be set-off against damages or other costs; and

ii) where the extent of cover has been limited by the operation of paragraph 2)c above, then if and to the extent that cover continues to apply, ***We*** will pay ***Adverse Costs*** only if and to the extent that the net sums payable (i.e., after any set-off by the ***Opponent***) exceed the amount of damages recovered.

c) Where the court orders the ***Insured Person*** to pay (or where the ***Insured Person*** with ***Our*** prior written agreement agrees to pay) ***Adverse Costs*** notwithstanding the fact that they are also to receive costs, then:

i) subject to the provisions in ii) below, ***We*** will pay the ***Adverse Costs*** regardless of whether they are (from the ***Opponent's*** point of view) to be set-off against damages or other costs; ***We*** will also pay the ***Fees and Expenses;*** and

ii) where the extent of cover has been limited by the operation of paragraph 2)c above, then if and to the extent that cover continues to apply, ***We*** will pay ***Adverse Costs*** and ***Fees and Expenses*** only if and to the extent that the net sums payable (i.e., after any set-off by the ***Opponent***) exceed the amount of damages recovered.

d) Where, by agreement or by order, a ***Partial Costs Order*** is made, and where this is a result of the court having reduced the amount payable to the ***Insured Person*** to take account of ***Adverse Costs*** payable by the ***Insured Person***, then ***We*** will not be liable to pay those ***Adverse Costs*** unless the court has quantified those costs or made an order that will allow those costs easily to be quantified.

5) Limits on Cover

a) The maximum amount that ***We*** will pay in any single ***Claim*** shall be £100,000.

b) No payments made by ***Us*** in respect of ***Adverse Costs*** or ***Fees and Expenses*** will exceed the amount that would be assessed as being reasonable upon an assessment of costs on the standard basis. Under the 'standard basis' of costs assessment the court will only allow costs which are proportionate to the matters in issue and will resolve any doubt it may have in favour of the party claiming those costs, as to whether costs have been reasonably incurred and/or that they are reasonable and proportionate.

6) Recovery and Quantification of Costs in the *Claim*

Where ***We*** are liable to pay ***Adverse Costs***, then the ***Insured Person*** agrees to allow ***Us*** to conduct the detailed assessment of those costs in their name (but at ***Our*** cost).

The ***Legal Representative*** will arrange with the party claiming ***Adverse Costs*** for them to supply a draft bill in a prescribed format, together with a copy of their papers. These will be considered by ***Our*** Costs Lawyers, who will either negotiate an appropriate figure or agree to refer the matter to the Court for assessment of the costs by the Judge. Unless specifically asked for information, the ***Insured Person*** will not need to take any action themselves.

The procedure above will also take place where the ***Legal Representative*** sends their draft bill to ***Us*** for consideration. Where ***We*** are liable to pay ***Fees and Expenses,*** then the ***Insured Person*** and the ***Legal Representative*** agree to allow ***Us*** to have those costs assessed in ***Our*** name, such assessment to take place on the standard basis.

7) Complaints Procedure

If ***You*** disagree with ***Our*** decision as to whether and how to assist with a ***Claim,*** please let ***Us*** know and provide any further evidence or information ***You*** would like ***Us*** to take into account. ***We*** will be happy to reconsider the decision at any point. If ***You*** remain unhappy, ***We*** and ***You*** can agree to refer the matter to an independent arbitrator agreed by both sides, who will make a decision. The arbitrator's fees will usually be payable by the unsuccessful party, unless the arbitrator decides otherwise.

If ***You*** are unhappy with the service ***We*** have provided, or if ***You*** have any questions or concerns about this insurance or the handling of a ***Claim, You*** should in the first instance contact:

The Quality Assurance Department
MotorPlus Limited
Kircam House
Whiffler Road
NORWICH
NR3 2AL

Tel: 0333 241 9580
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
Exchange Tower
London
E14 9SR

website: www.financial-ombudsman.org.uk
email: complaint.info@financial-ombudsman.org.uk
phone: 0800 023 4567 or 0300 123 9123

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.

8) 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.

9) 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 ***Us*** in writing for a copy of certain personal records held about ***You.*** Please write to MotorPlus Limited, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made.

10) Consumer Insurance (Disclosure and Representations) Act 2012
You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to ***Us*** is true and correct. ***You*** must tell ***Us*** of any changes to the answers ***You*** have given as soon as possible. Failure to advise ***Us*** of a change to ***Your*** answers may mean that ***Your Policy*** is invalid and that it does not operate in the event of a ***Claim***.

You must contact ***Us*** immediately in the event that there is a change to ***Your*** circumstances, as follows:
- ***You*** change ***Your*** address;
- ***You*** are convicted of a criminal offence or receive a police caution;
- ***You*** have insurance refused, declined, cancelled or terms applied by another insurance provider.

11) Notices

By accepting the benefits of this ***Policy***, the ***Insured Person*** agrees that they have been given notice of their right to choose a ***Legal Representative*** (see paragraph 3)b).

12) Miscellaneous

a) This ***Policy*** is written in English and all communications about it will be in English.

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

c) In the event that any term, condition or provision of this ***Policy*** is held to be prohibited by any applicable law, statute or regulation, the same shall (to that extent) be deemed to be struck from this ***Policy*** as if it had not been included when this ***Policy*** was first made.

d) To be effective (and unless the court orders otherwise), any variation of or supplement to this ***Policy*** must be made in writing.

e) Apart from ***Us***, only an ***Insured Person*** may enforce all or any part of this ***Policy***, and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the ***Policy*** in relation to any third party right or interest.

f) If an ***Insured Person*** dies, ***We*** will insure their Personal Representatives to pursue disputes covered by this ***Policy*** arising from the ***Insured Person's*** death, providing those representatives keep to the terms of the ***Policy***.

g) Any Act of Parliament mentioned in this ***Policy*** includes equivalent laws in the relevant jurisdiction in which any ***Claim*** arises.

h) If any ***Insured Person*** 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 the dispute, this ***Policy*** shall become void and any premiums paid hereunder shall be forfeited and ***We*** shall be entitled to recover any monies previously paid.

IF YOU WOULD LIKE A COPY OF THIS POLICY WORDING IN A LARGER FONT PLEASE CONTACT US ON:

TEL: 0344 381 4420
EMAIL: certs@ulr.co.uk

PLEASE QUOTE THE REFERENCE CODE ON THE BOTTOM BACK PAGE OF THIS WORDING.

CHOOSING A SOLICITOR.

If the insured person makes a claim under the policy, then ordinarily we will recommend use of a panel solicitor. If they are not happy with the solicitor we have recommended, then they should let us know why and we will try to find a different solicitor. The insured person has a right to choose their own legal representative. Details are set out at General Condition 3 of the policy.

We strongly recommend that the insured person uses one of the solicitors on our panel. We have a number of solicitors' firms on our panel which are all experts in their particular fields. All are regularly checked and audited by us and are regulated by their governing bodies. We also ask our panel solicitors to sign up to our stringent Service Level Agreements to ensure that they deal with claims on behalf of our customers both quickly and efficiently. This allows us to be confident that the insured person will receive the highest level of service from them.

MOTORPLUS
Kircam House
5 Whiffler Road
Norwich
NR3 2AL

t: 0333 241 9580
e:claims@ulr.co.uk

www.motorplus.co.uk

Motorplus Limited is authorised and regulated by the Financial Conduct Authority.

AFL MP5I 1000 SPW 0615(a)