

This Policy Will Cover

Subject to the terms, conditions, exclusions and limitations in this Policy, We will pay *Legal Costs* to a maximum of £50,000.00 in order to pursue a claim directly arising from one or more *Insured Incidents*, occurring within the *Territorial Limits* and during the *Cover Period* and provided that the premium has been paid, if We deem that there are reasonable prospects of success.

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

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

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

General Conditions

1. You must:
 - 1.1 abide by the terms and conditions of this Policy.
 - 1.2 try to prevent or minimise *Legal Costs* wherever possible.
 - 1.3 send Us everything We ask for in writing.
2. We can:
 - 2.1 take over any claim or proceedings at any time and conduct them in *Your* name.
 - 2.2 negotiate or settle any claim or proceedings on *Your* behalf.
 - 2.3 contact *You* direct at any time concerning a claim.
3.
 - 3.1 An *Appointed Solicitor* will be appointed by Us, representing *You* pursuant to *Our* standard terms of appointment.
 - 3.2 The *Appointed Solicitor* will have direct contact with Us and must co-operate fully with Us at all times.
 - 3.3 *You* must co-operate fully with the *Appointed Solicitor* and with Us, keeping Us informed and attending meetings or hearings as may be required at *Your* own expense.
 - 3.4 *You* must give the *Appointed Solicitor* any instructions that We request.
 - 3.5 If it becomes necessary to appoint a solicitor to assist *You* before the issue of court proceedings, We will choose the *Appointed Solicitor*. If by the date when it is necessary to issue court proceedings We have not already chosen an *Appointed Solicitor*, *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 Solicitor* another suitably qualified person can be appointed to decide the issue (see 3.11).
 - 3.6 *You* must at *Our* request instruct the *Appointed Solicitor* to have any *Legal Costs* taxed, assessed or otherwise audited.

- 3.7 *You* must take all necessary steps to assist the recovery of *Legal Costs* from any other party, and pay Us any *Legal Costs* so recovered.
- 3.8 We will not be bound by any undertaking or other promise or assurance *You* may give to the *Appointed Solicitor* or which *You* or the *Appointed Solicitor* give to any other person.
- 3.9 If *You* or the *Appointed Solicitor* terminate their retainer then 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 Solicitor*.
- 3.10 If *You* settle, withdraw or abandon a claim without *Our* prior agreement, or fail to give suitable instructions to the *Appointed Solicitor*, the cover We provide will end immediately and We will be entitled to reclaim from *You* any *Legal Costs* paid by Us.
- 3.11 If We and *You* disagree about the choice of *Appointed Solicitor*, or about the handling of a claim, We and *You* can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible We will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.
4.
 - 4.1 *You* must inform Us of any proposal to settle a claim including any Payment into Court. If *You* reject an offer which We consider reasonable We may refuse to pay any further *Legal Costs*.
 - 4.2 *You* must not negotiate or agree to settle a claim without *Our* prior approval.
 5. We may elect to pay *You* the amount of damages *You* are claiming, instead of starting or continuing a claim.
 6. We may if We see fit require that *You* obtain Counsel's Opinion from a barrister agreed by *You* and Us, as to the merits of a proposed claim or proceedings. *You* will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or proceedings, We will refund Counsel's fees.
 7. We may cancel this Policy at any time by giving *You* 21 days' notice in writing.
 8. We will not pay any claim that is covered under any other policy or in respect of which Trade Union cover is in force, or would have been so covered but for this Policy.
 9. If *You* die, We will insure *Your* personal legal representatives to pursue disputes covered by this Policy arising from *Your* death, providing they keep to the terms of the Policy.
 10. Apart from Us, only *You* may enforce all or any part of this Policy, and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.
 11. This insurance is written in English and all communications about it will be in English. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary, this insurance contract shall be subject to the laws of England and Wales.

12. Any Act of Parliament mentioned in the Policy includes equivalent laws in the relevant jurisdiction in which any claim arises.

This Policy Will Not Cover

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

Please Note

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

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

This policy does not extend to passengers.

Data Protection Act 1998

MotorPlus Limited complies with the Data Protection Act 1988. We take *Your* privacy very seriously and will use *Your* personal information only to provide *You* with the services, products or information or for administration purposes for any matters arising from this Policy. We may need to share *Your* information with our service providers, associated organisations and agents for these purposes. Despite any changes We may make to this privacy statement We will always use *Your* personal data for the purposes We outline in this statement and in accordance with the Data Protection Act 1998 unless We are advised otherwise.



Motorist Legal Expenses Certificate

Important Information

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

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

You need a replacement vehicle

You have suffered an injury

Your vehicle cannot be driven

You have incurred uninsured losses

You are seeking compensation for damage to your belongings

Act quickly after an accident and call our claims unit on

0871 230 0700

We are contactable 24 hours a day, all year round



Motorist Legal Expenses

This insurance Policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as ULR), and is underwritten by UK Underwriting Limited on behalf of:

Fortis Insurance Limited, registered in England No. 354568. Registered office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Fortis 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.

In return for the premium *You* have paid, *We* agree to insure *You* in accordance with the terms and conditions of this Policy.

This is a contract of insurance between *You* and Fortis 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 Incident* which occurs within the *Territorial Limits* and during the *Cover Period* for which *You* have paid or agreed to pay the premium.

This certificate contains full details of *Your* Policy, and details of how to make a claim. Please keep it safe with *Your* motoring documents.

Making a Claim

To make a Claim call **0871 230 0700**

We are available 24 hours a day, every day.

You can ask for assistance where:
You need temporary transport;
You are injured;
You have suffered losses which *Your* insurer does not refund ("uninsured" losses).

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

About Your MotorPlus Legal Expenses Policy

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

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

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

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

If you have a Motor Accident:

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

You now have the protection of [Your MotorPlus Legal Expenses Policy](#).

If an accident occurs:

write down the details of each vehicle and driver;
take the names and addresses of any witnesses;
as soon as *You* can, call *Us* direct on **0871 230 0700**

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

If *Your* vehicle is undriveable *We* can make arrangements for it to be towed to a place of *Your* choosing. **PLEASE NOTE:** *You* will have to pay the towing fees. If the accident was not *Your* fault, *We* may be able to recover these costs from the responsible party or their insurers. However, in most cases the insurers will only pay the cost of towing to a repairer nearby.

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

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

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

To make a claim call the Claims Centre on **0871 230 0700** or write to:

MotorPlus
PO Box 141
Norwich
NR3 2JJ

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

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

For Legal Advice:

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

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

When calling, please quote **MotorPlus**.

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

Cancellation Right

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

Complaints Procedure

We will always do *Our* best to ensure *Your* complete satisfaction, however if *You* do have cause to complain, please write in the first instance to the Chief Executive of MotorPlus at their head office:

Kircam House
5 Whiffler Road
Norwich
NR3 2AL

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

The Claims Manager
Head of Claims
UK Underwriting Ltd
2 Gibraltar House
Bowcliffe Road
Leeds
LS10 1HB

Please ensure *Your* reference 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 as a *Micro-Enterprise*, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. *You* may contact the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel: 0845 080 1800
Fax: 0207 964 1001

Compensation Scheme

Fortis insurance Limited is covered by the Financial Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. For claims against insurers, the first 90% of the claim is covered. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim. *You* can get more information about compensation scheme arrangements from the FSCS.

Definitions

Appointed Solicitor

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

Cover Period

The period beginning with the date of inception of this MotorPlus legal protection scheme and ending on the next expiry date of the motor insurance policy to which this MotorPlus legal protection scheme is annexed or 12 calendar months, whichever is the less.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Insured Incident

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

Legal Costs

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

Micro-Enterprise

An *Enterprise* which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.

Policyholder

The person who has taken out this Policy.

Policyholder's Vehicle

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

Territorial Limits

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

We/Our/Us

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

You/Your/Yourself

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

1. domiciled in the United Kingdom; and
2. authorised to drive the *Policyholder's Vehicle* by the *Policyholder's* motor insurance certificate; and
3. has the *Policyholder's* permission to make a claim; but NOT including passengers in or on the *Policyholder's Vehicle* at the time of the *Insured Incident*.