



FamilyPlus Legal Expenses Policy

DATE COVER COMMENCED: For a period of 12 calendar months

MEMBER: **CERTIFICATE NO.:**

Declaration

This is to certify that Ageas Insurance Limited, the underwriters, hereby agree to the extent and in the manner herein provided to indemnify the insured person against legal cost and expenses subject to the terms, limits to the terms, limits of indemnity, exclusions and conditions herein in respect of an insured event which occurs within the territorial limits and during the period of insurance

Important Notice

Please do not ask for help from a solicitor before WE have agreed to underwrite their costs. If YOU do WE will not pay the cost incurred. Please remember that our claims line is in operation 24 hours a day, all year round.

Definitions

- INSURED** The person who has taken out this Policy, providing that they reside within the Territorial Limits.
- YOU/YOUR** The INSURED, together with any of the following who reside permanently with the INSURED and have the INSURED'S permission to make a claim
a) the INSURED'S spouse or partner;
b) the INSURED'S parents or parents-in-law;
c) the INSURED'S children under the age of 21;
- LEGAL COSTS** Professional legal 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 CML PROCEEDINGS
- CML PROCEEDINGS** Civil court, civil tribunal or civil arbitration proceedings which are issued in courts or tribunals of the United Kingdom, the Isle of Man, Jersey, Guernsey or the Republic of Ireland.
- APPOINTED SOLICITOR** The solicitor, solicitors' firm, barrister, or other suitably qualified person appointed by US to act for YOU.
- PERIOD OF INSURANCE** The period beginning with the date of inception of this Familyplus legal expenses policy and ending on the next expiry date of the household buildings and contents policy to which this Familyplus legal expenses policy is annexed or 12 calendar months, whichever is the less.
- DATE OF EVENT** The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.
- WE/OUR/US** Ageas Insurance Limited and/or their agent Motorplus trading as FamilyPlus and/or ULR.
- Territorial Limits** The United Kingdom, the Isle of Man, Jersey and Guernsey.

Insured Incidents

Subject to the terms, conditions, exclusions and limitations in this Policy, WE will pay LEGAL COSTS to a maximum of £50,000 (fifty thousand pounds) for any of the following insured incidents, in order to pursue CML PROCEEDINGS directly arising from one or more of the following events or causes, occurring within the TERRITORIAL LIMITS where the DATE OF EVENT is within the PERIOD OF INSURANCE and provided that the premium has been paid, if WE deem that there are reasonable prospects of success:

1. Personal Claims

- a) YOUR death;
- b) a personal injury to YOU.

2. Real Property

- a) an infringement of YOUR legal rights arising from owning or occupying YOUR permanent place of residence;
- b) problems arising out of buying or selling YOUR permanent place of residence;
- c) nuisance at or trespass to land in relation to YOUR permanent place of residence.

3. Services and personal property

- a) physical damage to personal property owned by YOU or for which YOU are responsible;
- b) the purchase, hire, leasing or sale of personal or private goods, or the provision of services for YOUR private or personal use.

4. Employment

Where YOU are an employee, disputes arising out of YOUR contract of employment.

Telephone Legal Advice Helpline

Available 24 hours a day throughout the year to provide YOU with confidential telephone advice about any personal legal problem in the UK, Isle of Man or Channel Islands. To help US monitor OUR service standards, telephone calls may be recorded.

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

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

TO CONTACT THE HELPLINE, PHONE: 01603 420033, quoting the reference FamilyPlus

How to make a claim

Simply telephone US on 01603 420080 and quoting the reference FamilyPlus, or write to US at:

FamilyPlus Claims
Kircam House
5 Whifflet Road
Norwich
NR3 2AL

Claims may be emailed to fpclaims@utr.co.uk

This Policy Will Not Cover

1. Any claim:
 - a) which YOU do not report to US within 180 days of the DATE OF EVENT;
 - b) for which the DATE OF EVENT is before the date of inception of this Policy;
 - c) under insured incident 4 above (EMPLOYMENT) for which the DATE OF EVENT is within 90 days after the date of inception of this Policy;
 - d) for which the DATE OF EVENT is within 60 days after the date of inception of this Policy (other than claims under insured incident 4 above);
 - e) where the amount claimed is less than £100.
2. LEGAL COSTS incurred:
 - a) before OUR written acceptance of a claim;
 - b) whilst YOU are bankrupt, in administration or in receivership, or if YOU have entered into a composition with creditors.
3. The balance of LEGAL COSTS over and above any figure WE have previously agreed.
4. LEGAL COSTS incurred in any appeal proceedings unless:
 - a) YOU confirm in writing to US that YOU wish to appeal at least six working days prior to expiry of any time limit for filing Notice of Appeal, or Application for Permission to Appeal (as appropriate); and
 - b) WE consider such appeal has a reasonable chance of success.
5. In respect of claims for nuisance or trespass to land (see insured incident 2c above) the first £250.00 of LEGAL COSTS incurred in each separate claim, and in respect of all other claims, the first £25.00 of LEGAL COSTS incurred in each separate claim. In either case, such sum must be paid to US before WE can act.
6. Travelling expenses, subsistence expenses and claims for lost earnings or loss of paid holiday.
7. Fines or penalties or any damages which YOU are ordered to pay by a court, tribunal or other authority.
8. Any insured incident which YOU intentionally cause or create.
9. LEGAL COSTS of or relating to claims regarding:
 - 9.1 the alleged dishonesty or violent behaviour of any person;
 - 9.2 divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief, affiliation or mediation connected with such issues;
 - 9.3 wills, probate or inheritance;
 - 9.4 patents, trademarks, copyrights, registered design or intellectual property;
 - 9.5 secrecy or confidentiality agreements;
 - 9.6 any business, trade or profession in which YOU are engaged, or any other venture undertaken by YOU for financial gain (other than YOUR contract as an employee);
 - 9.7 clinical negligence;
 - 9.8 any shareholding, directorship or partnership, or other commercial interest;
 - 9.9 any remark or comment whether permanently recorded or not, which may damage YOUR reputation;
 - 9.10 any computer, electric, electronic or mechanical error;
 - 9.11 leases, licences, tenancies and disputes between landlord and tenant;
 - 9.12 any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident;
 - 9.13 planning, building or structural alteration of any building or part of such;
 - 9.14 subsidence, shrinkage, ground heave, landslip, mining or quarrying;
 - 9.15 any building or land other than YOUR principal home;
 - 9.16 any party legally acquiring YOUR principal home from YOU (whether or not YOU are paid), or restrictions or controls placed upon YOUR principal home by any governmental or public or local authority unless the claim is for accidental physical damage;
 - 9.17 work done by any governmental or public or local authority unless the claim is for accidental physical damage;
 - 9.18 a motor vehicle owned or used by, or hired or leased to YOU;
 - 9.19 any road traffic accident;
 - 9.20 the settlement payable pursuant to any insurance or other policy;
 - 9.21 any enforcement proceedings or procedure;
 - 9.22 proceedings before or reference to the European Court of Justice or the European Court of Human Rights;
 - 9.23 a dispute with US or with YOUR insurance broker or provider;
 - 9.24 Judicial Review;
 - 9.25 war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;
 - 9.26 radiation or radioactive contamination;
 - 9.27 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
 - 9.28 sonic pressure waves;
 - 9.29 the defence of any claim brought by any other party.
10. LEGAL COSTS incurred during any legal action YOU take which WE have not agreed to, or where YOU do anything that hinders US, or the APPOINTED SOLICITOR.

General Conditions

1. YOU must
 - a) abide by the terms and conditions of this Policy;
 - b) try to prevent or minimise LEGAL COSTS wherever possible;
 - c) send US everything WE ask for in writing.
2. WE can:
 - a) take over any claim or CIVIL PROCEEDINGS at any time and conduct them in YOUR name;
 - b) negotiate or settle any claim or CIVIL PROCEEDINGS on YOUR behalf;
 - c) refer any boundary or other property dispute to mediation.
 - d) contact YOU direct at any point concerning YOUR claim.
3.
 - a) An APPOINTED SOLICITOR will be appointed by US, representing YOU pursuant to OUR standard terms of appointment;
 - b) The APPOINTED SOLICITOR will have direct contact with US and must co-operate fully with US at all times;
 - c) You must co-operate fully with the APPOINTED SOLICITOR and with US, keeping US informed and attending such meetings or hearings as may be required at YOUR own expense;
 - d) YOU must give the APPOINTED SOLICITOR any instructions that WE request.
 - e) If it becomes necessary to appoint a solicitor to assist YOU before the issue of CIVIL PROCEEDINGS WE will choose the APPOINTED SOLICITOR. If by the date when it is necessary to issue CIVIL 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 3k below).
 - f) YOU must at OUR request instruct the APPOINTED SOLICITOR to have any LEGAL COSTS taxed, assessed or otherwise audited.
 - g) You must take all necessary steps to assist the recovery of LEGAL COSTS from any other party, and pay US any LEGAL COSTS so recovered.
 - h) WE will not be bound by any undertaking or other promise or assurance YOU may give to the APPOINTED SOLICITOR, or which YOU or the APPOINTED SOLICITOR give to any other person.
 - i) If YOU or the APPOINTED SOLICITOR terminate their retainer the cover WE provide will end immediately though WE may agree to appoint another APPOINTED SOLICITOR.
 - j) 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 to US.
 - k) 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 person in writing. If this is not possible WE will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.
 - l) YOU must inform US of any proposal to settle a claim including any Payment Into Court. If YOU reject an offer which WE consider reasonable WE may refuse to pay any further LEGAL COSTS.
 - m) YOU must not negotiate or agree to settle a claim without OUR prior approval.
4. WE may elect to pay YOU the amount of damages YOU are claiming, instead of starting or continuing CIVIL PROCEEDINGS.
5. WE may if WE see fit require that YOU obtain Counsel's Opinion from a barrister agreed by YOU and US, as to merits of a proposed claim or CIVIL PROCEEDINGS. You will be responsible for the costs obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or CIVIL PROCEEDINGS, we will refund Counsel's fees.
6. WE can cancel this Policy at any time by giving YOU 21 days' notice in writing.
7. WE will not pay any claim that is covered by any other policy of insurance or by Trade Union membership or claim that would have been covered by any other policy of insurance or by trade union membership if this Familyplus legal expenses policy did not exist.
8. If YOU die, WE will insure YOUR personal legal representatives to pursue disputes covered by this Policy arising from YOUR death, provided they keep to the terms of the Policy.
9. Apart from US, only YOU may enforce all or any part of this Policy and the rights and interests arising from it or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.
10. This Policy will be governed by the laws of England and Wales.
11. Any Act of Parliament mentioned in the Policy includes equivalent laws in Scotland, Northern Ireland, the Isle of Man, Jersey and Guernsey as the case may be.
12. This policy is written in English and all communications about it will be in English.

Complaints

WE will always do OUR best to ensure YOUR complete satisfaction. However if YOU wish to make a complaint, please write to Chief Executive Officer, Motorplus Limited, Kircam House, 5 Whiffier Road, Norwich, NR3 2AL. Tel : 01603 420000.

If YOU are not satisfied with the way the complaint has been dealt with YOU should write to The Customer Relations Manager, UK General, Coat House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. Tel : 0845 218 2685

If YOU are still not satisfied, YOU can contact the Financial Ombudsman Service, South Quay Plaza 183 March Walk, London, E14 9SR, TEL: 0800 023 4567

The complaints procedure above does not affect any legal rights YOU may have.

MotorPlus Limited is authorised and regulated by the Financial Services Authority.