

- 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 below).
- 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. 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.
- 4.1 You must not negotiate or agree to settle a claim without Our prior approval.
- 4.2 We may elect to pay You the amount of damages You are claiming, instead of starting or continuing a claim.
5. We may if We see fit require that You obtain Counsel's Opinion from a barrister agreed by You and Us, as to the merits of a proposed claim or 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.
6. We may cancel this Policy at any time by giving You 21 days' notice in writing.
7. 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. Unless otherwise agreed this insurance is governed by English law.
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.

#### CarCall

##### Providing A Hire Car Where A Motor Accident Was Your Fault

If a motor accident was caused by You, You will not be able to make a claim against any other party involved. However, subject to the terms, conditions, limitations and exclusions below, and also to such of the terms, conditions, limitations and exclusions above as are applicable in the circumstances, We will provide a hire car similar to the Policyholder's Vehicle (to a maximum of 1400cc) where the Policyholder's Vehicle is rendered undriveable but remains economically repairable until another vehicle is available to You or for a maximum of 14 days, whichever is the less.

#### CarCall Will Not Cover

1. Payment for or provision of a hire car by a supplier other than those on Our approved list of suppliers.
2. Provision of a hire car:
  - a) with an engine size exceeding that of the Policyholder's Vehicle or 1400cc, whichever is the less.
  - b) if neither We nor the supplier nor You can obtain insurance cover for You as the driver.
  - c) if You are a taxi driver, self-hire operator or motor trader.
  - d) where the damage to the Policyholder's Vehicle arises from a fire, theft, attempted theft or act of vandalism or any other deliberate or criminal act or omission.
  - e) where the damage to the Policyholder's Vehicle arises during racing, rallying or other competition.
  - f) where the damage to the Policyholder's Vehicle occurs outside England, Wales and Scotland.

#### Conditions Of CarCall

1. You must report the accident to Us within 48 hours of it occurring.
2. The Policyholder's Vehicle must be rendered undriveable immediately following the accident giving rise to the claim.
3. The fact that the Policyholder's Vehicle is undriveable but remains economically repairable must be confirmed to Us and to Our satisfaction by Your motor insurers if You make a claim under Your own motor insurance policy or otherwise by a recognised motor garage or repair centre.
4. We will select the hire car supplier and may select the hire car to be provided.
5. The hire car supplier's normal terms and conditions apply, which may mean that a hire car is not available to certain categories of person, such as newly-qualified drivers or drivers with certain endorsements on their driving licence. We may still provide You with a hire car in such circumstances if You are able to arrange comprehensive motor insurance cover for Yourself to drive the hire car.
6. The hire car supplier may request a petrol or damage deposit which is refundable after the hire car is collected and returned to their premises. The hire car will be delivered as soon as practically possible and in any event within 1 working day of You reporting the accident to Us.
7. You must notify Us immediately if another vehicle becomes available to You.
8. The hire car will be collected and Your entitlement to a hire car will end once You report to Us that another vehicle has become available to You or after 14 days, whichever is the earlier.
9. We will not supply a hire car to you under the CarCall scheme more than twice in any twelve month period.

#### Data Protection Act 1998

MotorPlus Limited complies with the Data Protection Act 1998. 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.

Motorplus Limited is authorised and regulated by the Financial Services Authority

Regulated by the Ministry of Justice in respect of regulated claims management activities

LSMPP002 ISSUE:081001gc



## 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

**01603 420860**

We are contactable 24 hours a day, all year round



## Motorist Legal Expenses Policy

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](http://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 **01603 420860**

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 **01603 420860**

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 **01603 420860** 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.

We may also be able to arrange a hire car in certain circumstances where an accident was caused by You. Please see the CarCall section.

### 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:

**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 as a charity with an annual income of less than £1 million, or as 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.

### 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. An Appointed Solicitor will be appointed by Us, representing You pursuant to Our standard terms of appointment.
  - 3.1 The Appointed Solicitor will have direct contact with Us and must co-operate fully with Us at all times.
  - 3.2 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.
  - 3.3