



Family Legal Expenses

Policy Wording

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Family Legal Expenses Policy Wording

Introduction

This insurance Policy has been arranged by Motorplus Limited with Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of: Ageas Insurance Limited. Registered in England No.202039. 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 them on 0800 111 6768.

Important Information

This is a contract of insurance between **You** and the **Insurer**. The insurance provided covers **Legal Costs** subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the **Territorial Limits** and during the **Period of Insurance** for which **You** have paid or agreed to pay the premium. Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999. **Your** cover is valid for one year. **Your** property must remain insured for standard buildings insurance risks throughout this time.

Demands and Needs

This Policy meets the demands and needs of customers who want to insure against the cost of common civil legal claims. The Policy will cover **You** for up to £50,000.00 in respect of certain risks. Motorplus Limited does not make any personal recommendation as to whether this Policy will suit **Your** individual circumstances.

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 providing no claim has been made. This is called the “cooling off period”. If **You** cancel at any other time, there will be no refund of the premium.

The **Insurer** shall not be bound to accept the renewal of any insurance and may at any time cancel this policy by sending 14 days’ notice to **You** at **Your** last known address. Provided the premium has been paid in full, **You** shall be entitled to a proportionate refund in respect of the unexpired period showing on the insurance.

Making a Claim 24/7

In the event of a claim please do not appoint **Your** own solicitor as **We** will not cover any costs incurred before **We** have reviewed and accepted **Your** claim. Note that all Claims must be reported to **Us** within 180 days of the **Date of Event**. Familyplus Claims, Kircam House, 5 Whiffler Road, Norwich NR3 2AL

Claims may be emailed to fpclaims@ulr.co.uk or notified by telephone on 0843 227 7560 quoting the reference 'Familyplus'. The claims line is open 24 hours a day throughout the year.

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 contact the helpline, phone: **01603 420033**, quoting the reference FamilyPlus.

To help **Us** monitor **Our** service standards, telephone calls may be recorded. 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.

Definitions

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

Appointed Representative

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

Civil Proceedings

Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands.

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.

Insured

The person who has taken out this Policy who is named on the policy schedule, providing that they reside within the **Territorial Limits**.

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 Costs

Professional legal fees which **You** are bound to pay, including reasonable fees or expenses incurred by the **Appointed Representative** whilst acting for **You** in the pursuit of **Civil Proceedings**. This also includes disbursements; however these disbursements must be in respect of services provided by a third party, received by **You**, distinct from the services supplied by the **Appointed Representative** to **You**. In all cases, all professional fees, expenses, disbursements and any other costs may only be incurred with **Our** prior consent.

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 **You** to pay part of **Your** opponent's costs should **You** reject an offer, continue with the legal proceedings and subsequently fail to obtain more than **You** were offered by the opponent, or should **You** accept outside the 21 day period. This includes offers made under Part 36 of the Civil Procedure Rules 1998.

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 or contents policy to which this FamilyPlus legal expenses Policy is annexed or 12 calendar months, whichever is the less.

Territorial Limits

The United Kingdom together with the Isle of Man and the Channel Islands.

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.

We/Our/Us

Motorplus Ltd trading as ULR Additions and FamilyPlus.

This Policy Will Cover

Subject to the terms, conditions, exclusions and limitations in this Policy, the **Insurer** will pay **Legal Costs** to a maximum of £50,000 (fifty thousand pounds) for any of the following insured incidents, in order to pursue **Civil 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: 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 **Your** conduct; and
- any other relevant factor.

1. Personal Claims

- a) **Your** death;
- b) a personal injury to **You**.

2. Your Home

- 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 or trespass 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 providing that the transaction was a consumer contract entered into during the **Period of Insurance**.

4. Employment

Where **You** are an employee, disputes arising out of **Your** contract of employment which give rise to a claim in an Employment Tribunal. The cover provided under this section of the Policy shall include any fees that **You** are required to pay to the Employment Tribunal in order for **Your** claim to be listed and heard.

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 incidents 2 or 4 above);
 - e) under insured incident 2 above (**Your** Home) for which the **Date of Event** is within 180 days after the date of inception of this Policy;
 - f) 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 under insured incident 2 above (**Your Home**) 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:
 - the alleged dishonesty or violent behaviour of any person;
 - divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief, affiliation or mediation connected with such issues;
 - wills, probate or inheritance;
 - patents, trademarks, copyrights, registered design or intellectual property;
 - secrecy or confidentiality agreements;
 - 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);
 - clinical negligence;
 - any shareholding, directorship or partnership, or other commercial interest;
 - any remark or comment whether permanently recorded or not, which may damage **Your** reputation;
 - any computer, electric, electronic or mechanical error;
 - leases, licences, tenancies and disputes between landlord and tenant;
 - any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident;
 - planning, building or structural alteration of any building or part of such;
 - subsidence, shrinkage, ground heave, landslip, mining or quarrying;
 - any building or land other than **Your** principal home;
 - any mortgage, loan agreement or any other consumer credit scheme;
 - 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;
 - work done by any governmental or public or local authority unless the claim is for accidental physical damage;
 - a motor vehicle owned or used by, or hired or leased to **You**;
 - any road traffic accident;
 - the settlement payable pursuant to any insurance or other policy;
 - any enforcement proceedings or procedure;
 - proceedings before or reference to the European Court of Justice or the European Court of Human Rights;
 - a dispute with **Us**, the **Insurer**, or with **Your** insurance broker or provider;
 - judicial review;

- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup; For the purpose of this exclusion “terrorism” means any act of any person or group of persons or organisation involving the causing occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear. In circumstances in which it is reasonable to conclude that the purpose of the person or group of persons or organisation concerned is wholly or partly of a political religious, ideological or similar nature.
 - radiation or radioactive contamination;
 - the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
 - sonic pressure waves;
 - 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 Representative**.
 11. any claim which is settled or discontinued without **Our** written consent;
 12. any claim where **You** have disregarded **Our** advice to accept a **Part 36 Offer** to settle;
 13. any costs that **You** are ordered to pay by a court as a result of the **Appointed Representative's** unreasonable behaviour (as determined by the courts). Please refer to the General Conditions and Claims Conditions for details of what **We** expect **You** and **Your Appointed Representative** to do in the event of a claim.

General Conditions

This is a legally binding contract of insurance between **You** and the **Insurer**. This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of this contract without getting anyone else's permission.

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 dispute to mediation;
 - d) contact **You** direct at any point concerning **Your** claim.
3.
 - a) Where a claim is made **We** will ordinarily recommend an **Appointed Representative** from **Our** panel. If **You** are not happy with the **Appointed Representative** **We** have recommended, **You** may advise **Us** and **We** will generally suggest an alternative.
 - b) **You** have a right to choose **Your Appointed Representative**. In particular:
 - (i) where recourse is necessary to a lawyer (or other person having such qualifications as may be necessary) to represent **You** or serve **Your** interests in any claim, **You** shall be free to choose that lawyer (or other person); and,
 - (ii) **You** shall also be free to choose a lawyer (or other person having such qualifications as may be necessary) to serve **Your** interests whenever a conflict of interests arises.

- c) If **We** believe that the **Appointed 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 **You** about **Our** concerns and have given **You** the opportunity to choose a different **Appointed Representative**.
 - d) **We** will agree terms of business with the **Appointed Representative** before they commence work. These terms will include the service standards **We** expect the **Appointed Representative** to meet on **Your** behalf. They may also limit the amount that will be paid in terms of the **Appointed Representative's** hourly charging rate. **You** may ask **Us** for a copy of these agreed terms at any time. If the **Appointed Representative** cannot agree to **Our** terms of business then no indemnity will be provided under this Policy.
 - e) The **Appointed Representative** will have direct contact with **Us** and must co-operate fully with **Us** at all times.
 - f) **You** must co-operate fully with the **Appointed Representative** and with **Us**, keeping **Us** informed and attending such meetings or hearings as may be required at **Your** own expense.
 - g) **You** must give the **Appointed Representative** any instructions that **We** request.
 - h) **You** must at **Our** request instruct the **Appointed Representative** to have any **Legal Costs** taxed, assessed or otherwise audited.
 - i) **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.
 - j) **We** will not be bound by any undertaking or other promise or assurance **You** may give to the **Appointed Representative**, or which **You** or the **Appointed Representative** give to any other person.
 - k) If **You** or the **Appointed Representative** terminate their retainer **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 Representative**.
 - l) If **You** settle, withdraw or abandon a claim without **Our** prior agreement, or fail to give suitable instructions to the **Appointed Representative**, the cover **We** provide will end immediately and **We** will be entitled to reclaim from **You** any **Legal Costs** paid by **Us**.
 - m) If **We** and **You** disagree about the choice of **Appointed Representative**, 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.
 - n) **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**.
 - o) **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 the merits of a proposed claim or **Civil 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 **Civil Proceedings**, **We** will refund Counsel's fees.

6. **We** will not pay any claim covered by any other policy of insurance or by trade union membership or any 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.
7. 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.
8. 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.
9. Unless some other law is agreed in writing, this Policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.
10. Any Act of Parliament mentioned in the Policy includes equivalent laws in the relevant jurisdiction.
11. If **We** choose to set aside a term or condition of this Policy, this will not prevent **Us** from relying on that term or condition or any other term or condition in the future.
12. If any **You** make 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. The **Insurer** may also share the information provided by **You** with the appropriate law enforcement authorities.

Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should in the first instance contact: Quality Assurance Manager, Motorplus Limited, Kircam House, Whiffler Road, Norwich NR3 2AL
Tel: 0843 2277 580
Fax: 01603 420 010

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 € million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Tel: 0845 080 1800

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Ageas Insurance Limited cannot meet its 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.

Consumer Insurance (Disclosure & 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:

1. **You** change **Your** address;
2. **You** are convicted of a criminal offence or receive a police caution;
3. **You** have insurance refused, declined, cancelled or terms applied by another insurance provider.

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, Kircam House, Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made.

Motorplus Limited trading as ULR Additions and FamilyPlus is authorised and regulated by the Financial Conduct Authority.

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