

**car insurance**  
**policy**

**igo4**insurance™



# Your Private Car Insurance Policy

This insurance is a **Contract of Indemnity** between the **Insurer** and **You**, the insured. The basis of this **Contract** is the information **You** have given for the purpose of entering into the **Contract** and that information must be true to the best of **Your** knowledge and belief.

The **Contract** will be in force for any **Period of Insurance** for which **You** have paid or agreed to pay and **We** have accepted or agreed to accept the premium.

In return the insurer will insure **You** against those losses and liabilities detailed in the policy documents during the period referred to in the **Schedule** to the policy and during any further period for which the insurer may accept premium.

A person or company who was not a party to this **Contract** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect the right or remedy of a third party which exists or is available apart from that Act.

If the law of any country in which **You** are covered by this policy says **We** must settle a claim which **We** would not otherwise have paid **We** can ask **You** or the person who incurred the liability to pay **Us** that amount.

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## AUTHORISED SIGNATORY ON BEHALF OF YOUR INSURER



**Alexander Dunn**

CHAIRMAN AND CHIEF EXECUTIVE - BDML CONNECT LIMITED

# What the terms mean:

Where We explain what a word means that word will have the same meaning wherever it is used in the policy or schedule. These words are highlighted by the use of bold print and start with a capital letter.

## Administrator

BDML Connect Limited,  
The Connect Centre,  
Kingston Crescent, Portsmouth,  
Hampshire PO2 8QL.  
email: enquiries@bdml.co.uk

## Certificate of Motor Insurance

The proof that **You** have motor insurance needed by law, any details of the individuals insured, and those who are allowed to drive **Your Car**.

## Contract

This insurance is made up of four important documents:

- 1) this Insurance Booklet
- 2) the **Certificate of Motor Insurance**
- 3) the **Schedule**
- 4) the **Proposal Form or Statement of Insurance**

All four documents should be read together as part of the contract.

## Excess

An amount **You** may be obliged to pay in the event of a claim that is shown on **Your Schedule**.

## Great Britain

England, Wales and Scotland.

## Indemnity

A legal principle which requires that after a loss **You** are placed in the same financial position that **You** occupied immediately before the event.

## Market Value

The cost of replacing **Your Car** with one of a similar make, model, history, age and condition.

## Period of Insurance

The dates shown on **Your current Certificate of Motor Insurance** and **Schedule**.

## Proposal Form

The application form signed by **You** and upon which this **Contract** is based.

## Schedule

The document which shows details of **Your Car**, the level of cover provided, and all **Excesses**.

## Statement of Insurance

The document containing information supplied by **You** and upon which this **Contract** is based.

## Third Party

Any person other than **You**, or any person for whom cover is provided, by this insurance, or **Us**.

## United Kingdom (UK)

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

## Voluntary Excess

An amount **You** have volunteered to pay, for which **You** may receive a reduction in **Your** premium. This may be in addition to other policy **Excesses** and is shown on **Your Schedule**.

## We, Our, Us, Insurer

The authorised Insurer or Lloyd's syndicate shown at the foot of the **Certificate of Motor Insurance** and/or on the current **Schedule**.

All **Insurers** are authorised and regulated by the Financial Services Authority. The Financial Services Authority website which includes a register of all regulated firms can be visited at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or can be contacted on 0845 606 1234.

## Your Car

The vehicle shown on **Your current Certificate of Motor Insurance** and **Schedule**.

## You, Your, Yourself

The person named as the Insured in the insurance documents.

# How to identify your cover

## COMPREHENSIVE

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If **Your Schedule** says that **You** have Comprehensive cover - then ALL PARTS of this document APPLY.

## THIRD PARTY FIRE & THEFT

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If **Your Schedule** says that **You** have Third Party Fire and Theft cover - then PARTS 3, 5, 6, 7 & 8 of this document DO NOT APPLY.

**You** must make sure **You** have the cover **You** need under this insurance. Please read carefully and contact the **Administrator** immediately if there is anything **You** do not understand or agree with.

### Statement of Demands and Needs

This product meets the demands and needs of those who wish to ensure that in the event of being involved in a motor accident, claims against them by third parties for personal injury or damage to property during the policy term will be covered.

Cover may be extended to include, fire, theft and accidental damage to the insured vehicle. The decision to take this product is entirely the customer's and therefore **We** cannot offer **You** a personal opinion or recommendation to take it.

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# Legal Liability to Third Parties

## WHAT IS COVERED

This policy covers **You** for all sums **You** become legally liable to pay for death of or injury to any person and damage to any other person's property as a result of an accident involving **Your Car** detailed in the current **Certificate of Motor Insurance** and **Schedule**.

This cover will also apply to **You** only if **You** are driving any other car which **Your Certificate of Motor Insurance** permits **You** to drive and which is not owned by **You**. Note that there is no cover for loss of or damage to that other car.

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This cover also applies whilst a trailer or disabled mechanically propelled vehicle is attached to **Your Car**. Note that there is no cover for loss of or damage to that trailer or disabled mechanically propelled vehicle.

**We** will (with **Your** approval) also give this cover to:

- any driver covered by **Your Certificate of Motor Insurance** and **Schedule** who is driving **Your Car** with **Your** permission;
- any person travelling in or on, or getting into or out of **Your Car**;
- any person using, but not driving, **Your Car** with **Your** permission for social, domestic or pleasure purposes;

- **Your** employer or business partner, or that of **Your** spouse or civil partner, but not if the car which gives rise to the liability is owned by or hired to that employer or partner, unless it is the car specified in the **Schedule** and **Certificate of Motor Insurance**;

- the legal, personal representative of any person who has died, but who was covered under this part of the policy.

**We** will also pay the following expenses where **You** have **Our** written permission to claim:

- solicitors' fees if anyone **We** insure is represented at a coroner's inquest or fatal accident inquiry or is defending any proceedings in a high court or above; or
- legal services to defend anyone **We** insure in the event of proceedings being taken for manslaughter, reckless or dangerous driving causing death;
- other costs incurred with **Our** prior written approval.

**We** will only pay these legal costs if they relate to an incident that is covered under Part 1 of this policy.

If **Your Certificate of Motor Insurance** includes business use, **We** will cover **Your** employer if an accident happens when **Your Car** is being used on business.

**We** will pay for emergency treatment charges set out in the Road Traffic Acts. If this is the only payment **We** make, it will not affect **Your** no claim discount.

## WHAT IS NOT COVERED

We will not give cover:

- to anyone driving **Your Car** who has never held a licence to drive it or who is disqualified from holding or obtaining such a licence;
- to anyone who is not driving **Your Car** if that person knows that the driver never held a licence to drive it or is disqualified from holding or obtaining such a licence;
- to any person other than **You** who is entitled to cover under any other policy;
- to anyone who fails to comply with all of the terms and conditions of this policy in so far as they may apply;
- for death of or injury to any person arising out of and in the course of that person's employment by the person claiming under this Part of the policy except where such liability is required to be covered by the Road Traffic Acts;
- for damage, loss of use, or other loss to any car which is covered by this Part of the policy or any property which **You** or anyone else driving **Your Car** owns or is responsible for, or any trailer, caravan, or vehicle (or the contents thereof) while being towed or attached to **Your Car**.

Any amount over £20,000,000 for any one claim or series of claims arising from one event that causes loss or damage to property. This limit is inclusive of all costs and expenses up to £5,000,000.

These limits do not apply to claims occurring in other countries where the Territorial Limits and Green Card Part of this policy is

operative if the maximum liability required by law in that country is greater.

## PART 2

# Your Car - Fire, Theft or Attempted Theft

## WHAT IS COVERED

**We** will pay for loss of or damage to **Your Car**, and its accessories and spare parts while they are fixed to or in it or on it or in **Your** private garage, caused by fire, theft, or attempted theft.

Loss of or damage to **Your Car** under this part of the policy is covered whilst **Your Car** is with a member of the motor trade for its upkeep, overhaul or repair.

If **Your Car** is un-drivable as the result of damage covered by this part of the policy **We** will pay the reasonable cost of taking it from the scene of the incident to the nearest competent repairer. After repairs **We** will pay the reasonable cost of delivering it to **Your** address in the **United Kingdom**.

If **You** want, **We** will replace **Your Car** with a new car of the same make, model and specification if:

- **You** are the first registered keeper of the car; and
- **Your Car** is under 12 months old at the time of the loss; and either
- **Your Car** is stolen and not recovered within 28 days of **You** telling **Us** about the theft; or
- the damage estimated by **Us** is more than 60% of the current list price.

If **We** do replace **Your Car**, **Your** old car will belong to **Us**.

If the exact model of **Your Car** is not available, **We** will pay **You** instead as shown in the part **What do We pay?** on page 7.

**We** will pay up to £150 for loss or damage to audio or radio equipment, after taking off **Your Excess**. If this equipment forms part of the original vehicle specification and was fitted by the manufacturer or the manufacturer's approved dealer, the amount of cover is unlimited after taking off **Your Excess**.

## WHAT IS NOT COVERED

**We** will not pay for any of the following:

- the **Excess** of every claim made under this part unless at the time of the loss or damage **Your Car** was in a locked garage which has been subjected to forcible and violent entry or exit;
- loss of value, wear and tear, or mechanical, electrical, electronic or computer failure or breakdown;
- loss of use of **Your Car**;
- loss of or damage to your vehicle as a result of legal repossession.
- theft, or attempted theft, if **Your Car** keys are left in or on **Your Car**.
- any loss or damage caused by theft or attempted theft if the security system fitted to your vehicle at the time of the loss was not activated and working properly. All keys used to activate/deactivate the alarm/immobiliser fitted to your car must be submitted to your insurer with the claim form.
- theft, or attempted theft, that involves somebody lying to get **Your Car**.
- any reduction in the value of **Your Car** as a result of it having been repaired.
- any extra costs caused by the parts or replacements not being available in the **United Kingdom**.

- confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

## PART 3

# Your Car - Accidental Damage

## WHAT IS COVERED

**We** will pay for accidental damage to **Your Car** and its accessories and spare parts while they are fixed to it or in it or in **Your** private garage, which is not caused by fire, theft or attempted theft. Loss of or damage to **Your Car** under this Part of this Policy is covered whilst **Your Car** is with a member of the motor trade for its upkeep, overhaul or repair.

If **Your Car** is un-drivable as the result of damage covered by this part of the Policy **We** will pay the reasonable cost of taking it from the scene of the incident to the nearest competent repairer. After repairs **We** will pay the reasonable cost of delivering it to **Your** address in the **United Kingdom**. If **You** want, **We** will replace **Your Car** with a new car of the same make, model and specification if:

- **You** are the first registered keeper of **Your Car**; and
- **Your Car** is under 12 months old at the time of the loss; and
- **Your Car** suffers damage estimated by **Us** which is more than 60% of the current list price.

If **We** do replace **Your Car**, **Your** old car will belong to **Us**. If the exact model of car is not available, **We** will pay **You** instead as shown in the part **What do We pay?** on page 8.

**We** will pay up to £150 for loss or damage to audio or radio equipment, after taking off **Your Excess**. If this equipment forms part of the original vehicle specification and was fitted by the manufacturer or the manufacturer's approved dealer, the amount of cover is unlimited after taking off **Your Excess**.

## WHAT IS NOT COVERED

**We** will not pay for any of the following:

- the total **Excess** shown on **Your Schedule**;
- loss of value, wear and tear, mechanical, electrical, electronic or computer failure or breakdown;
- loss of use of **Your Car**;
- damage that occurs if the car keys are left in or on **Your Car**;
- damage to tyres by braking, punctures, cuts or bursts;
- any reduction in the value of **Your Car** as a result of it having been repaired;
- any extra cost caused by the parts or replacements not being available in the **United Kingdom**;
- confiscation or requisition or destruction by or under order of any Government or Public or Local Authority.

### PART 4 & 5

## What do We pay & Breakage of Glass

(PART 4)

### What do We pay?

At **Our** choice **We** will pay:

- the cost of repairing **Your Car**; or
- the cost of replacing **Your Car**; or
- the amount of the loss of or damage to **Your Car**.

The most **we** will pay is the **market value** of the vehicle immediately before the loss or damage.

If **Your Car** is under a hire purchase or leasing agreement, **We** will pay the owner named in the agreement. When **We** have done this **Our** responsibility under the **Contract** will end.

**We** will not pay more than the manufacturer's list price for any part or accessory (plus the reasonable cost of fitting).

If **We** settle the claim as a total loss, **We** can keep what is left of **Your Car** (the salvage).

(PART 5)

## Repair or replacement of glass

### WHAT IS COVERED

If breakage of glass in windscreen, glass sunroof and windows is covered by **Your** policy **We** will also pay for damage to the paintwork of **Your Car** caused by broken glass. If no other damage has happened, the claim will not affect **Your** no claim discount.

### Glass replacement/repair

**RAC Auto Windscreens Ltd**  
**Freephone 24 hours**  
**Tel: 0800 587 6831**

If RAC Auto Windscreens replace the glass, cover is unlimited and **You** pay only the **Excess**. If RAC Auto Windscreens repair the glass, cover is unlimited and **You** do not have to pay any **Excess**.

## WHAT IS NOT COVERED

**We** will not pay:

- the **Excess**;
- more than £150, after taking off **Your Excess**, if the windows, glass sunroof or windscreens are replaced by any company other than RAC Auto Windscreens.

PART 6, 7 & 8

# Personal Belongings, Personal Accident & Medical Expenses

(PART 6)

## Personal Belongings

### 8 WHAT IS COVERED

**We** will pay **You**, or at **Your** request the owner of the property, up to £100 for clothing and personal belongings if they are stolen or damaged while they are in **Your Car**.

### WHAT IS NOT COVERED

**We** will not pay for any of the following:

- money, stamps, tickets, documents or securities;
- goods, samples or any equipment carried in connection with any trade or business;
- property insured under any other contract of insurance;
- theft of items carried in an open or convertible car, unless kept in a locked boot.

(PART 7)

## Personal Accident

## WHAT IS COVERED

**We** will pay £5,000 if **You**, or **Your** Spouse or Civil Partner, or both of **You** are injured as a result of an accident during the **Period of Insurance**, while travelling in or getting into or out of any private motor car, and the accident results within three months in:

- death; or
- loss of any limb; or
- permanent loss of all sight in one or both eyes.

The most **We** will pay for any one person is £5,000. **We** will only pay **You** under one contract in any one **Period of Insurance**.

**We** will also pay £2,500 in respect of any other person who dies as the direct result of an accident while travelling in or getting into or out of **Your Car**.

### WHAT IS NOT COVERED

- Anyone who is under the age of 16 or over the age of 75.
- Death or injury caused by suicide or attempted suicide.
- Anyone who is under the influence of alcohol or drugs at the time of the accident.

(PART 8)

## Medical Expenses

If there is an accident and anybody in **Your Car** is injured, **We** will pay medical expenses of up to £200 for each person injured. If this is the only payment **We** make it will not affect **Your** no claim discount.

# Territorial Limits and Green Cards

## Where your cover applies

The cover shown on the **Schedule** to this policy applies throughout the **United Kingdom** and when **Your Car** is in transit within the **United Kingdom** or between ports in the **United Kingdom**.

In addition this policy gives the minimum cover required by law to use **Your Car** in:

- any country which is a member of the European Union (EU);
- any other country which the Commission of the European Union approves as meeting the requirements of Article 7(2) of the European Union Directive on Insurance and Civil Liabilities arising from the use of motor vehicles (No.72/166/CEE).

Please call the **Administrator** for clarification.

## Travelling abroad - what to do

If **You** are going to use **Your Car** abroad and want **Your** full policy cover, contact the **Administrator** to confirm the dates **You** will be travelling and the countries **You** will be visiting.

If **You** intend to tow a caravan or other trailer please have details to hand as they may need to be shown on the Green Card that **We** may need to issue.

When **We** send **You** a Green Card **We** will extend your policy cover for foreign travel for up to 90 days in any one **Period of Insurance**.

**We** will make an administrative charge for each Green Card or confirmation that the policy cover has been extended.

**We** will also provide cover while **Your Car** is being transported by rail, air, inland waterway, the Channel Tunnel or by a recognised sea route to any country where this insurance operates and the journey time does not normally exceed 65 hours.

If **Your Car** becomes undrivable as a result of loss or damage covered by this policy **We** will also pay the reasonable cost of delivering it to **Your** address in the **United Kingdom**.

**We** will also pay customs duty if **Your Car** is damaged and **We** decide not to return it to this country after **You** make a claim on **Your Contract**.

## Making a Claim

If **You** need to make a claim, phone the Customer Claim Line telephone number shown on the back cover of this policy.

### Four important points to help you after an accident:

- make a note of the registration number of any vehicles involved, and any witnesses;
- do not admit responsibility;
- ask for the names, addresses and telephone numbers of all people involved and details of any property damaged;

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- if anyone other than **You** is injured in the accident, **You** must show **Your Certificate of Motor Insurance** to the police. If **You** cannot do this at the time of the accident, take it to the police as soon as possible or within 24 hours.

## No Claim Discount

If nobody has made a claim against this policy during the current insurance year, **We** will give **You** a discount according to the current scale at the time of renewal of this policy.

If **We** make a payment that **You** cannot get back from another person, **We** will reduce **Your** no claim discount even if **You** were not to blame.

No claim discount will be reduced in accordance with the **Insurer** scale applicable at such a time and shown on the **Schedule**.

**Your** no claim discount will not be affected in the following circumstances:

- if **You** only claim for a broken windscreen or windows;
- if **We** only have to pay an emergency medical treatment fee.

**You** cannot transfer **Your** no claim discount to someone else.

If more than one car is insured under this document, **We** will treat each car separately for the purpose of **Your** no claim discount.

## Protected no claim discount

Please see **Your Schedule**.

# Conditions

## Cancelling your Policy

The **Administrator** or **We** may cancel **Your** policy by giving **You** 7 days' notice by letter to **Your** last known address.

### 14 day 'cooling off period'

If **You** wish to cancel this policy within 14 days of receipt of the policy documents **You** may do so by calling or writing to the **Administrator** and returning **Your Certificate of Motor Insurance**.

Where this happens **You** will receive a proportionate refund of the premium paid for the unexpired portion of the period of cover less any agreed charges detailed in the **Administrator's** terms of business, unless a total loss claim has been reported and then the premium in full must be paid.

If this policy is cancelled following a total loss of the insured car, and the premium is being paid by installments, **We** may deduct the outstanding balance (including interest charges) from the claim payment. If payment is made to the owner of the car **We** will collect separately from **You** the outstanding monies.

### Cancellation after 14 days

A proportionate refund of any premium paid (less agreed charges) will be allowed providing that:

- you have not claimed in the current **Period of Insurance**; and
- **You** have paid the premium in full; and
- **You** have returned the **Certificate of Motor Insurance**.

If **You** or **We** cancel this policy and there has been a total loss claim during the current **Period of Insurance** and the premium is being paid by installments, the outstanding balance including interest charges will become payable by **You**.

### If You miss a premium

If **You** do not pay a premium on the due date the Administrator reserves the right to declare **Your** policy cancelled as from that due date. In this context '**due date**' will include the date upon which a premium installment was due.

## Claims Procedure

**You** must:

- notify **Us** of any accident and provide **Us** with full details as soon as possible;
- send **Us** any correspondence **You** receive (including any writ or summons) without delay and unanswered;
- tell **Us** about any future prosecution, coroner's inquest or fatal accident inquiry involving anyone covered by this policy;
- not admit responsibility or make any offer or promise without **Our** written permission;
- co-operate fully with **Us** on all matters concerning the handling and settlement of any claim.

**We** will take over and defend or settle any claim or take proceedings at **Our** own expense and for **Our** own benefit to recover any payment **We** have made under this policy.

## Arbitration

If a claim has been accepted but there is disagreement over the amount to be paid, **We** may refer the matter to an arbitrator in accordance with statutory provisions. The arbitrator must decide on the amount before **You** can start legal action against **Us**.

## Right of recovery

The law of any country in which this contract applies may make **Us** pay amounts which are not covered by this **Contract**. **You** or the person responsible must refund these amounts.

## Law applicable to the contract

**You** and **We** are free to choose the law applicable to this **Contract** but in the absence of agreement to the contrary the law of the country in which **You** are resident at the time of the **Contract** will apply. If **You** are not resident in the **United Kingdom**, the law which will apply will be the law of England and Wales.

## Other insurance

If **You** have other insurance which would cover a claim made under this policy, **We** will only pay **Our** share of the claim. This does not apply to Personal Accident under Part 7 of this policy.

## Looking after your vehicle

**You** must take all reasonable precautions to:

- prevent injury, loss or damage; and
- keep **Your Car** in a roadworthy condition.

When left unattended, **Your Car** must be locked and secure and the ignition key removed.

If **You** do not do this, **We** may not pay a claim.

## Provisional licence

When **Your Car** is being driven by a provisional licence-holder they must meet all the conditions of the licence.

## Changes to your details

**You** must tell the **Administrator** immediately if there are any material changes during the **Period of Insurance** that might affect **Your** insurance. These include:

- **Your** job (including details of any part-time occupation);
- **Your** address or the address where **You** keep **Your Car**;
- what **You** use **Your Car** for;
- any modifications to **Your Car**.

This is not an exhaustive list and if **You** are in any doubt, please contact the **Administrator**.

A charge for any change to **Your Contract** will be made.

## Changing your car

If **You** replace **Your Car** or get an additional car **You** must tell the **Administrator** immediately because the only car covered by this policy is the one **You** told **Us** about and **We** accepted, as shown in **Your** current **Schedule**.

## Governing law

**We** will not be liable for any proceedings or judgement made in any court outside the **United Kingdom**, unless the judgement comes from a court of a foreign country to which **We** have agreed to extend cover.

## Hire Purchase

If, to **Our** knowledge, **Your** car is subject to a hire purchase or leasing agreement, any payment will be made to the owner described in that agreement whose receipt will be a full and final discharge to **Us**.

## Car sharing

This **Contract** covers **You** using **Your Car** for carrying passengers and receiving money for social or similar purposes as long as:

- the car does not carry more than the permitted number of persons for the car to operate safely; and
- the passengers are not being carried as part of a business; and
- **You** do not make a profit from the total

amount paid for the journey.

## Keeping to the terms of this policy

**We** will only give cover under this policy if:

- any person claiming under it has met all the conditions in the **Contract** in so far as they can apply; and
- the information given and the declaration accepted on the **Proposal Form** or **Statement of Insurance** are complete and correct to the best of **Your** knowledge and belief.

## Exceptions

This policy does not cover:

- any injury, loss or damage occurring while **Your Car** is being:
  - a) driven by any person or used for any purpose not allowed by the **Certificate of Motor Insurance**;
  - b) driven by **You**, unless **You** hold a licence to drive **Your** car, or have held a licence and are not disqualified from holding or obtaining one;
  - c) driven with **Your** consent by any one who **You** know does not hold a licence to drive **Your** car unless they have held a licence and they are not disqualified from holding or obtaining one.
- loss of or damage to **Your Car** caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- any loss or damage caused by:
  - a) earthquake;
  - b) riot and civil commotion happening outside of the **United Kingdom**;
- any liability that **You** have agreed to accept unless **You** would have had that liability anyway;
- any consequence of war, invasion, act of foreign enemy, hostilities (whether war is or is not declared), civil war, rebellion, revolution, insurrection or military or usurped power, other than as required by the Road Traffic Acts;
- any loss or destruction of or damage to any property or any resulting loss or expense or any consequential loss and or any legal liability directly or indirectly caused by or contributed to or arising from:
  - a) ionising radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.
- any accident, injury, loss or liability of any kind arising from the use of any vehicle in or on any part of an aerodrome or airport, airfield or establishment provided for the take-off and landing of aircraft or the movement of aircraft on the surface; aircraft parking aprons including the associated surface road and ground equipment parking areas, or those parts of passenger terminals of an international airport which come within the Customs examination area. These excluded areas do not include public car parking areas or access roads leading to them which are open to public use.

## Fraudulent claims

If **You** or any other person knowingly makes a claim under this **Contract** that is false, fraudulent or exaggerated, **We** will not pay the claim, all cover will end and no refund of premium will be allowed.

# Complaints Procedure

BDML Connect, the **Administrator**, is proud of its reputation for fairness in the way we deal with our policy holder. However, occasionally disputes or misunderstandings can happen. If **You** have any enquiry or complaint about us or **Your** policy or a claim made under it, **You** should first phone Customer Services on the telephone number on the back cover of this policy.

Or write to...

**The Quality Manager**  
**BDML Connect Ltd**  
**The Connect Centre**  
**Kingston Crescent**  
**Portsmouth**  
**PO2 8QL**

**Email: [complaints@bdml.co.uk](mailto:complaints@bdml.co.uk)**

Please include **Your** name and address to help us deal quickly with **Your** enquiry.

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further.

If **Your** complaint is against the **Insurer**, the **Administrator** will provide **You** with details so that **You** can contact the Chief Executive of the **Insurer** identified in **Your** current **Schedule** and **Certificate of Motor Insurance**. If the **Insurer** concerned is a Lloyd's Syndicate **You** can contact:

**Lloyd's Complaints Department**  
**Lloyd's One Lime Street**  
**London EC3M 7HA**

**Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)**

**Tel: +44 (0) 20 73275693**

**Fax: +44 (0) 20 73275225**

If the **Administrators** or the **Insurer** have given **You** a final response and **You** remain dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (FOS).

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

**Tel: 0845 0801800**

Please note that **You** have six months from the date of the final response in which to refer **Your** complaint to the FOS. Referral to FOS will not affect **Your** right to take legal action against **Us** or the **Insurer**.

For our joint protection, calls may be monitored or recorded.

## **Financial Services Compensation Scheme (FSCS)**

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2000 and 90% of the remainder of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim without any upper limit. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

For details of the Complaints Procedure for Uninsured Loss Recovery please see Parts 15 or 16 as appropriate.

# Igo4 Motorist Legal Expenses Certificate

**Your policy schedule will indicate if you have taken out cover under this Part of the policy.**

## Terms and Conditions of Policy

### Please read this document carefully

This is a contract of insurance between **you** and Equity Red Star. The insurance provided covers legal costs and expenses, subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the **area of cover** and during the **cover period** for which **you** have paid or agreed to pay the premium.

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*Equity Red Star is managed by Equity Syndicate Management Limited, which is authorised and regulated by the Financial Services Authority. The contract is administered on their behalf by MotorPlus Limited trading as ULR and/or ULR Norwich, Kircam House, 5 Whiffler Road, Norwich, NR3 2AG.*

This Policy can help where you have had a motor accident, which was not your fault.

You can ask for assistance where:

**You need temporary transport**

**You have suffered losses which your insurer does not refund ("uninsured" losses)**

## Note

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 0800 008 6709.

In the event of a claim please do not appoint your own solicitor, as this will invalidate the cover provided by this section.

Please contact MotorPlus who will appoint a solicitor from their panel to deal with the claim on your behalf

Please remember that our claims line is in operation 24 hours a day, 365 days a year.

All claims must be reported to MotorPlus within 180 days of the **date of event**.

## Definitions

### POLICYHOLDER

The person who has taken out this Policy.

### YOU/YOUR

The **policyholder** and any person domiciled in the United Kingdom driving or riding the **policyholder's vehicle** with the **policyholder's** permission and under the terms of the **policyholder's** certificate of motor insurance (excluding any passengers in or on the **policyholder's vehicle**) at the time of the **insured incident**.

### LEGAL COSTS

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

### APPOINTED LAWYER

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

## 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**.

## INSURED INCIDENT

- (a) For **legal costs**, an event which causes damage to the **policyholder's vehicle** or to **your** personal property in it.
- (b) For **hire charges**, an accidental collision between another vehicle and the **policyholder's vehicle** which renders the **policyholder's vehicle** undriveable, provided that the accident was entirely the fault of the driver of the other vehicle.

## HIRE CHARGES

The fees incurred in the hire of a replacement private car or standard commercial vehicle for one continuous period.

## 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.

## WE/OUR/US

Equity Red Star and/or their agent MotorPlus Limited trading as ULR and/or ULR Norwich.

## AREA OF COVER

The United Kingdom.

## CONDITIONAL FEE AGREEMENT

A written agreement between **you** and the **appointed lawyer** entered into pursuant to Section 58(1) Courts and Legal Services Act 1990 as defined in the Conditional Fee Agreement Regulations 1998 and such an agreement between the **appointed lawyer** and counsel, if appropriate.

## WHAT IS COVERED

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 **area of cover** and during the **cover period** and provided that the premium has been paid, if **we** deem that there are reasonable prospects of success.

## How we will help

Following an **insured incident we** will take all the details, collate the information about **your** losses and negotiate to try and recover them.

If an **appointed lawyer** is used, **we** will pay the **legal costs** for this. **We** will also pay **hire charges** as long as **we** have agreed to them first.

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

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.

If **you** have "uninsured losses" (losses which **your** own insurers will not refund **you**, such as lost earnings or policy excess, but not including 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.

PLEASE NOTE:

1. **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.
2. **We** cannot assist if **you** have an accident that is caused by an uninsured or untraced motorist.
3. Please do not contact a solicitor or arrange a hire vehicle without **our** prior agreement. **We** will not pay the costs incurred in such circumstances.
4. This Policy does not cover the costs of a claim for death or personal injury, in respect of which separate funding such as a **conditional fee agreement** would be necessary.

## Exclusions

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.
  - 1.4 arising out of an accident which is wholly or substantially caused by a motorist who is untraced or uninsured.
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 the Millennium Bug or any computer, electric, electronic or mechanical error;
- 2.8 Death or personal injury.
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 lawyer**.
6. Any claim for **hire charges** if:
  - 6.1 **you** are claiming against a person who does not have a valid motor insurance;
  - 6.2 **we** cannot identify and trace the person responsible for causing the **insured incident**;
  - 6.3 **you** make **your** own arrangements for vehicle hire.
  - 6.4 **you** have allegedly unlawfully consumed alcohol or other drugs

## 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 lawyer** will be appointed by **us**, representing **you** pursuant to **our** standard terms of appointment;
  - 3.2 The **appointed lawyer** 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 lawyer** 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 lawyer** any instructions that **we** request;
  - 3.5 If it becomes necessary to appoint a lawyer to assist **you** before the issue of court proceedings **we** will choose the **appointed lawyer**. If by the date when it is necessary to issue court proceedings **we** have not already chosen an **appointed lawyer**, **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 but only in exceptional circumstances. If there is a disagreement over the choice of **appointed lawyer** 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 lawyer** 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 lawyer** or which **you** or the **appointed lawyer** give to any other person;
- 3.9 If **you** or the **appointed lawyer** terminate their retainer, the cover **we** provide will end immediately, though **we** may agree to appoint another **appointed lawyer**;
  - 3.10 If **you** settle, withdraw or abandon a claim without **our** prior agreement, or fail to give suitable instructions to the **appointed lawyer**, 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 lawyer**, 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.
  - 3.12 This Policy does not cover the costs of a claim for death or personal injury, in respect of which separate funding such as a **conditional fee agreement** would be necessary.
- 4 4.1 **You** must inform **us** of any proposal to settle a claim including any Payment into Court. If **you** reject an offer that **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** can cancel this Policy at any time by giving **you** 14 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. 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.
13. Conditions Regarding Hire:
  - a) **we** may attempt to recover hire charges from any third party in **your** name; **you** must assist in such attempts and pay any hire charges so recovered to **us**;
  - b) **we will specify the hire company to be used**;
  - c) **we** will select the vehicle hired;
  - d) **you** must at all times abide by the hire company's terms and conditions;
  - e) **you** must fall within any age and licensing criteria of the hire company;
  - f) **you** must either be responsible for the excess on any insurance claim if

the hire vehicle is damaged during the hire period, or pay a premium for Collision Damage Waiver. Full details will be provided before the hire commences.

## Cancellation Right

**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

**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. If **you** are still not satisfied please write to the Chief Executive of Equity Red Star at 52 Leadenhall Street, London, EC3A 2BJ. After this action if **you** are still not satisfied with the way a complaint has been dealt with, **you** may ask the Policyholder and Market Assistance department at Lloyd's to review **your** complaint.

The address is: Policyholder and Market Assistance, Lloyd's, One Lime Street, London, EC3M 7HA.

Telephone: 020 7327 5693.

Fax: 020 7327 5225.

E-mail: [Complaints@lloyds.com](mailto:Complaints@lloyds.com)

Having followed this procedure **your** complaint can be referred to the Financial Ombudsman Service (FOS). The address is: The Financial Ombudsman Service, South Quay Plaza II, 183, Marsh Wall, London, E14 9SR.

(These procedures do not affect **your** rights to take legal action if necessary).

## Financial Services Compensation Scheme (FSCS)

If Equity Red Star is not able to meet its liabilities under this insurance, **you** may be entitled to compensation under the FSCS.

**You** can get more information from **us** or the Financial Services Authority or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

MotorPlus Limited is authorised and regulated by the Financial Services Authority (FSA). **Our** permitted business is administering general insurance and assistance products. **You** can check this on the FSA's register by visiting the FSA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

**We** are also regulated by the Ministry of Justice for regulated claims management activities.

MotorPlus Limited

Registered Office: Kircam House, 5 Whiffler Road, Norwich, NR3 2AL Registered in England No. 03092837.

## 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 European Economic Area. To help **us** monitor **our** service standards, telephone calls may be recorded.

When phoning, please tell **us** that **you** are a member of the MotorPlus 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 MotorPlus.

## How to Make a Claim

Simply telephone **us** on 0800 008 6709, quoting the reference MotorPlus, or write to **us** at:

MotorPlus  
Kircam House  
5 Whiffler Road  
Norwich  
NR3 2AL

Version ULR Wording 06 June 08/NS

# Igo4 Premium Motorist Legal Expenses Certificate

**Your policy schedule will indicate if you have taken out cover under this Part of the policy.**

## Terms and Conditions of Policy

### Please read this document carefully

This is a contract of insurance between **you** and Equity Red Star. The insurance provided covers legal costs and expenses, subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the **area of cover** and during the **cover period** for which **you** have paid or agreed to pay the premium.

*Equity Red Star is managed by Equity Syndicate Management Limited, which is authorised and regulated by the Financial Services Authority. The contract is administered on their behalf by MotorPlus Limited trading as ULR and/or ULR Norwich, Kircam House, 5 Whiffler Road, Norwich, NR3 2AG.*

This Policy can help where you have had a motor accident, which was not your fault.

You can ask for assistance where:

### You need temporary transport

**You have suffered losses which your insurer does not refund (“uninsured” losses)**

**You have suffered or are concerned that you may suffered theft of personal details**

## Note

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 0800 008 6709.

In the event of a claim please do not appoint your own solicitor, as this will invalidate the cover provided by this section.

Please contact MotorPlus who will appoint a solicitor from their panel to deal with the claim on your behalf

Please remember that our claims line is in operation 24 hours a day, 365 days a year.

All claims must be reported to MotorPlus within 180 days of the **date of event**.

## Definitions

### POLICYHOLDER

The person who has taken out this Policy.

### YOU/YOUR

The **policyholder** and any person domiciled in the United Kingdom driving or riding the **policyholder’s vehicle** with the **policyholder’s** permission and under the terms of the **policyholder’s** certificate of motor insurance (excluding any passengers in or on the **policyholder’s vehicle**) at the time of the **insured incident**.

### LEGAL COSTS

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

### APPOINTED LAWYER

The solicitor, solicitors’ firm, barrister or other suitably qualified person appointed by **us** to act for **you**.

## 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**.

## INSURED INCIDENT

For **legal costs**, an event which causes damage to the **policyholder's vehicle** or to **your** personal property in it.

For **hire charges**:

- (a) the theft, attempted theft, fire or vandalism of the policyholder's vehicle where it is rendered undriveable; or
- (b) an accident involving the **policyholder's vehicle** as a result of which it is written off; or
- (c) an accident in which the **policyholder's vehicle** is damaged but economically repairable where that accident was not your fault.

## IDENTITY THEFT

A suspicion or concern that **your** personal details have or may be stolen or used by another person without **your** permission.

## WRITTEN OFF

The **policyholder's vehicle** being assessed as being damaged beyond the point where it would be economical to fund its repair. In the event that the **policyholder** is comprehensively insured, such assessment must be made by their motor insurers. In the event that the **policyholder's** motor insurance is not comprehensive, such assessment will be made by **us** (or, if **you** are not responsible for the accident) by the insurers of the party responsible.

## HIRE CHARGES

The fees incurred in the hire of a replacement private car or standard commercial vehicle for one continuous period.

## 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.

## WE/OUR/US

Equity Red Star and/or their agent MotorPlus Limited trading as ULR and/or ULR Norwich.

## AREA OF COVER

The United Kingdom.

## CONDITIONAL FEE AGREEMENT

A written agreement between **you** and the **appointed lawyer** entered into pursuant to Section 58(1) Courts and Legal Services Act 1990 as defined in the Conditional Fee Agreement Regulations 1998 and such an agreement between the **appointed lawyer** and counsel, if appropriate.

## WHAT IS COVERED

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 **area of cover** and during the **cover period** and provided that the premium has been paid, if **we** deem that there are reasonable prospects of success.

## How we will help

Following an **insured incident** **we** will take all the details, collate the information about **your** losses and negotiate to try and recover them.

If an **appointed lawyer** is used, **we** will pay the **legal costs** for this. **We** will also pay **hire charges** as long as **we** have agreed to them first.

If a decision is appealed **we** will help in appealing or defending a appeal.

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. If the accident was your fault and your vehicle is written off or if the policyholder's vehicle is damaged as a result of fire, theft or vandalism, we may also be able to supply a replacement hire vehicle.

If **you** have "uninsured losses" (losses which **your** own insurers will not refund **you**, such as lost earnings or policy excess, but not including 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.

**We** will fund **hire charges** following:

- (a) the theft, attempted theft, fire or vandalism of the **policyholder's vehicle** where it is rendered undriveable; or
- (b) an accident involving the **policyholder's vehicle** as a result of which it is **written off**; or
- (c) an accident in which the **policyholder's vehicle** is damaged but economically repairable, where that accident was not **your** fault.

Payment of **hire charges** will be made:-

- (a) for a maximum single period of 14 days; or
- (b) (in the event that the **policyholder's vehicle** is **written off** in an accident) until the date on which you receive a cheque in settlement of the value of your vehicle, if this is sooner; or
- (c) (in the event that the **policyholder's vehicle** is undriveable following a theft,

attempted theft, fire or vandalism incident or accident which was not **your** fault) until the date the **policyholder** can drive the **policyholder's vehicle** again, if this is sooner.

PROVIDED ALWAYS:

1. **you** report the incident to the **policyholder's** motor insurers; and
2. **you** report any criminal act to the Police;

PLEASE NOTE:

1. **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.
2. **We** cannot assist if **you** have an accident that is caused by an uninsured or untraced motorist.
3. Please do not contact a solicitor or arrange a hire vehicle without **our** prior agreement. **We** will not pay the costs incurred in such circumstances.
4. This Policy does not cover the costs of a claim for death or personal injury, in respect of which separate funding such as a **conditional fee agreement** would be necessary.

## Exclusions

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.
  - 1.4 arising out of an accident which is wholly or substantially caused by a motorist who is untraced or uninsured.
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 the Millennium Bug or any computer, electric, electronic or mechanical error;
- 2.8 Death or personal injury.
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 lawyer**.
6. Any claim for **hire charges** if:
  - 6.1 **you** are claiming against a person who does not have a valid motor insurance;
  - 6.2 **we** cannot identify and trace the person responsible for causing the **insured incident**;
  - 6.3 **you** make **your** own arrangements for vehicle hire.
  - 6.4 **you** have allegedly unlawfully consumed alcohol or other drugs

## 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.
  - 1.4 inform us immediately if you receive a cheque in settlement of the value of your vehicle whilst you are in possession of a hire vehicle provided by this service.
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 lawyer** will be appointed by **us**, representing **you** pursuant to **our** standard terms of appointment;
  - 3.2 The **appointed lawyer** 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 lawyer** 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 lawyer** any instructions that **we** request;
  - 3.5 If it becomes necessary to appoint a lawyer to assist **you** before the issue of court proceedings **we** will choose the **appointed lawyer**. If by the date when it is necessary to issue court proceedings **we** have not already chosen an **appointed lawyer**, **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 unless there are exceptional circumstances. If

PART 16 *continued*

there is a disagreement over the choice of **appointed lawyer** 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 lawyer** 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 lawyer** or which **you** or the **appointed lawyer** give to any other person;
- 3.9 If **you** or the **appointed lawyer** terminate their retainer, the cover **we** provide will end immediately, though **we** may agree to appoint another **appointed lawyer**;
- 3.10 If **you** settle, withdraw or abandon a claim without **our** prior agreement, or fail to give suitable instructions to the **appointed lawyer**, 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 lawyer**, 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.
- 3.12 This Policy does not cover the costs of a claim for death or personal

injury, in respect of which separate funding such as a **conditional fee agreement** would be necessary.

- 4.1 **You** must inform **us** of any proposal to settle a claim including any Payment into Court. If **you** reject an offer that **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** can cancel this Policy at any time by giving **you** 14 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. 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.
13. Conditions Regarding Hire:
- a) **we** may attempt to recover hire charges from any third party in **your** name; **you** must assist in such attempts and pay any hire charges so recovered to **us**;
  - b) **we will specify the hire company to be used**;
  - c) **we** will select the vehicle hired;
  - d) **you** must at all times abide by the hire company's terms and conditions;
  - e) **you** must fall within any age and licensing criteria of the hire company;
  - f) **you** must either be responsible for the excess on any insurance claim if the hire vehicle is damaged during the hire period, or pay a premium for Collision Damage Waiver. Full details will be provided before the hire commences.

with, **you** may ask the Policyholder and Market Assistance department at Lloyd's to review **your** complaint.

The address is: Policyholder and Market Assistance, Lloyd's, One Lime Street, London, EC3M 7HA.  
 Telephone: 020 7327 5693.  
 Fax: 020 7327 5225.

E-mail: Complaints@lloyds.com  
 Having followed this procedure **your** complaint can be referred to the Financial Ombudsman Service (FOS). The address is: The Financial Ombudsman Service, South Quay Plaza II, 183, Marsh Wall, London, E14 9SR.  
 (These procedures do not affect **your** rights to take legal action if necessary).

### **Financial Services Compensation Scheme (FSCS)**

If Equity Red Star is not able to meet its liabilities under this insurance, **you** may be entitled to compensation under the FSCS. **You** can get more information from **us** or the Financial Services Authority or by visiting the FSCS website at www.fscs.org.uk. MotorPlus Limited is authorised and regulated by the Financial Services Authority (FSA). **Our** permitted business is administering general insurance and assistance products. **You** can check this on the FSA's register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

**We** are also regulated by the Ministry of Justice for regulated claims management activities.

MotorPlus Limited Registered Office: Kircam House, 5 Whiffler Road, Norwich, NR3 2AL  
 Registered in England No. 03092837.

## **Cancellation Right**

**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**

**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. If **you** are still not satisfied please write to the Chief Executive of Equity Red Star at 52 Leadenhall Street, London, EC3A 2BJ. After this action if **you** are still not satisfied with the way a complaint has been dealt

## 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 European Economic Area. To help **us** monitor **our** service standards, telephone calls may be recorded.

### **For identity theft.**

Where you are concerned that your personal details have or may be stolen or used without your permission we will provide a confidential helpline offering support and information and advice on how to sort problems which have arisen.

**Call 0800 008 6709**

**We** will not accept responsibility if the Helpline services are unavailable for reasons **we** cannot control.

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

### **How to Make a Claim**

Simply telephone **us** on 01603 420080, quoting the reference MotorPlus, or write to **us** at:

MotorPlus  
Kircam House  
5 Whiffler Road  
Norwich  
NR3 2AL

Version Premium ULR Wording 06 June  
08/NS

# useful telephone numbers

## Customer Service

0844 800 8538

## Renewals

0844 800 8539

## Claims

0800 008 6709

## Hours of opening

Monday to Friday 8.00am to 8.00pm

Saturday 9.00am to 2.00pm

Sunday Closed

Bank Holidays 9.00am to 1.00pm

(excluding Christmas and Boxing Day)

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