



Platinum Motor Legal Protector

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. This cover is provided to **you** in return for payment of the premium.

Who does it cover?

- The policyholder;
- Any other person entitled to ride or drive the **vehicle** covered under the **motor insurance policy**.

What criteria apply?

- The policyholder must have valid motor insurance throughout the duration of the motor legal expenses insurance;
- The **vehicle** must be specified in the **motor insurance policy** and driven or ridden by a person entitled to do so.

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care not to make a misrepresentation that may be relied upon when deciding whether or not to offer **you** insurance. **You** must take care to supply accurate and complete answers to all questions asked by **your** insurance broker and to make sure that all information supplied is true and correct. **You** must also inform **your** insurance broker of any changes to the answers **you** have given as soon as possible. Failure to do this could affect the validity of **your** policy and mean that it may not operate fully in the event of a claim. If **you** have any queries relating to what information needs to be disclosed, please contact **your** insurance broker.

This policy must be read together with **your** current schedule, Insurance Product Information Document and any endorsements or certificates. These items together form **your** contract of insurance.

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Legal Advice Helpline

Your call will be answered 24 hours a day to provide **you** with confidential telephone advice about any personal legal problem in the UK, Isle of Man or Channel Islands. Please note that **we** may need to arrange a call back if **you** need specialist legal advice.

To contact the helpline, call: **0333 241 3381** quoting the reference 'Motor Legal Expenses'.

How to make a claim

Any person who is covered by this policy may make a claim. In the event of a claim, please contact **us** as soon as is practicable after the date of the **insured event**, giving **us** as much information as **you** can about what has happened before **you** incur any costs.

Telephone: **0333 241 3393**

Email: bpclaims@coplus.co.uk

Or **you** can write to **us** at:

Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Our claims line is open 24 hours a day, 365 days a year to assist **you**.

In order for **us** to help **you** more efficiently, please quote 'Motor Legal Expenses' in all communications.

If an accident occurs:

- Write down the details of each **vehicle** and driver;
- Take the names and addresses of any witnesses;
- Take photographs of the incident if it is safe to do so; and
- Make a note of any CCTV coverage in the area.

Please remember:

In the event of a **legal action** for personal bodily injury, **we** have the right to have a medical examination carried out on any injured person at **our** expense.

Important

Please do not appoint **your** own representative before **we** have accepted **your** claim. If **you** do so, **we** will not be liable for any costs incurred even if **we** subsequently accept **your** claim.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim, please contact **us** at:

Quality Assurance Manager
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Telephone: **0333 241 9580**

Email: qtmil@coplus.co.uk

It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** call **us**.

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: **0800 023 4567**

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

Website: www.financial-ombudsman.org.uk

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting <https://www.coplus.co.uk/data-privacy-notice>

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any disputes regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under the policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect

any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to **you** the policyholder, and the **insurer**.

We will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

You may not assign any of the rights under this policy without the **insurer's** express prior written consent.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE 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.

Renewal procedure

The term of **your** Motor Legal Expenses policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

General definitions

The words and phrases listed below apply will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Adverse Costs

Any **legal costs**, including profit costs, disbursements, VAT and interest, which **you** are ordered to pay by order of the court or with **our** prior written agreement. These may include for example, the opponent's solicitor's fees, barrister's fees or expert's fees.

Appointed representative(s)

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed or approved by **us** to act on **your** behalf. Please refer to **panel** and **non-panel** solicitor definitions below

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.

Damage

Loss, destruction of or **damage** to the **vehicle**, including a total loss where the **vehicle** is written off.

Damages

Any sum that a court says **your opponent** must pay or money **your opponent** agrees to pay to settle the claim.

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

Disbursements

Any sum spent by an **appointed representative** on **your** behalf in respect of services supplied by a third party. **Disbursements** may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees.

Insured event

An incident which gives rise to a claim under this policy as described more fully within the cover sections of this document.

Insurer

UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Insurance SE.

Legal costs

Professional legal fees that **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**. **Legal costs** will not be paid on an interim basis throughout a claim.

Motor Insurance Policy

The policy of motor insurance for **your vehicle** which has been issued in accordance with the requirements of the Road Traffic Act 1988.

Non Panel Solicitor

If **you** decide to appoint a representative of **your** own choosing, they will be referred to within this policy as a 'non-panel' solicitor. Please refer to Condition 2 – Appointed Representative on page 11.

Opponent

The third party responsible for the accident or collision which has given rise to an **insured event** under this policy and against whom **you** wish to bring a claim. Proceedings may not be issued against **us**, **the insurer** or **your** insurance broker or agent, nor may proceedings be issued against an employer where **you** are the employer and the driver is **your** employee.

Panel Solicitor

A solicitor recommended by **us** to **you** in the event of a claim, to act on **your** behalf and provide assistance.

Part 36 Offer

Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim.

To be accepted, the offer must:

- be in writing;
- call itself a **Part 36 Offer**;
- be open for at least 21 days, when the offeror will pay the **opponent's** costs, if accepted;
- specify covers the whole claim, part of it, or an issue that arises in it and, if so, which;
- advise whether any counterclaim is factored in.

Period of insurance

The period of 12 calendar months beginning with the date of inception of this Motor Legal Expenses Policy

Reasonable prospects

A greater than 50% chance that **you** will be successful in **your** pursuit or defence of legal proceedings and make a successful recovery.

Territorial limits

Sections 1 & 2 – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

All other sections – the United Kingdom, the Isle of Man and the Channel Islands.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Uninsured Losses

Any loss directly arising from an **insured event** that is not covered by any other insurance policy.

Vehicle

The vehicle(s) specified in the **motor insurance policy** which was being driven or ridden by a person entitled to drive or ride it, together with any caravan or trailer attached to the vehicle at the time of any event which gives rise to a claim.

We/our/us

Motorplus Limited t/a Coplus.

You/Your

The named holder of this policy, who lives in the United Kingdom, the Channel Islands or the Isle of Man, together with any other person who is entitled to drive or ride the **vehicle** under the **motor insurance policy** who is also resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man (including any other person who is a passenger or pillion passenger in or on the **vehicle**).

Cover

Upon payment of the premium, the **insurer** will provide **you** with legal expenses protection for the risks identified in the following sections, up to a limit of £100,000 for any one claim, provided that the legal action or criminal prosecution:

- i) relates to a cause, event or circumstance which occurs within the **territorial limits**;
- ii) occurred during the **period of insurance**;
- iii) has been notified to **us** as soon as reasonably possible after the **date of event**; and
- iv) can be dealt with by a court of competent jurisdiction within the **territorial limits**.

In order for **us** to accept **your** claim, we must deem that there are **reasonable prospects** of success.

Section 1 – Uninsured loss recovery

The **insurer** will cover **you** in respect of the legal costs incurred in bringing an action against a third party in consequence of an event causing:

1. **damage** to the **vehicle**;
2. **damage** to any personal belongings being either inside or on the **vehicle**;
3. **your** death or bodily **injury** whilst you are travelling in or on the **vehicle**. This extends to include **you** getting into, out of, on or off the **vehicle** and also includes the death or bodily **injury** of any passengers;
4. alternative transportation costs, should **your** vehicle be unusable following an accident;
5. loss of earnings as a result of an accident requiring **you** to take time off work.

We will cover **you** for costs incurred in recovering **your** uninsured losses including:

- a) Policy excess and other financial losses
- b) Vehicle repairs if **your** vehicle is damaged in an accident
- c) Costs of a hire car, should one be necessary
- d) Vehicle recovery if **your** vehicle is stranded following an accident

We will provide this cover provided that:

- i) Any claim is reported to **us** within a reasonable period of time after the **insured event**;
- ii) **Your** claim has **reasonable prospects** of success;
- iii) The claim can be pursued in a proportionate manner, unless otherwise agreed by **us**;
- iv) The accident occurred within the **territorial limits** and with the **period of insurance**;
- v) The accident was the fault of the **opponent**;
- vi) **You** do not deliberately mislead **us** or the **appointed representative** or exaggerate the claim or bring any false or contrived claims;

- vii) **We** have given written approval to pursuing a claim prior to **you** commencing any legal proceedings or making an appeal;
- viii) **You** follow **our** or the **appointed representative's** advice and provide any information they ask for.
- ix) **Your appointed representative** follows the requirements set out in the "**your appointed representative** must do the following" section on pages 10-11.

Exclusions applicable to this section

1. Any costs awarded by the court as a result of **your** unreasonable behaviour, or the unreasonable behaviour of **your appointed representative**.
2. Costs incurred after **we** have advised **you** that **your** claim is best settled by means other than legal proceedings.
3. Costs incurred following a breach of any of the conditions within the **motor insurance policy**.
4. Any claim where the third party at fault cannot be traced or identified.

Section 2a – Motor Prosecution Defence

The **insurer** will cover **legal costs** up to £100,000 to defend a legal action in respect of a motoring offence arising from your ownership or use of the **vehicle** where **you** are facing suspension or disqualification of **your** driving licence, provided **your vehicle** was being used within the **territorial limits**.

This includes but is not limited to the potential suspension of **your** driving licence under the "totting up" procedure.

Cover includes costs in respect of pleas in mitigation, provided that there is a more than 50% prospect that such a plea will materially affect the outcome.

You must advise **us** of your summons no later than 7 days after receiving it.

Exclusions applicable to section 2

1. Any claims made in respect of parking offences or obstruction, for which **you** receive no penalty points against **your** licence, or any claims involving **your** dishonesty;
2. Any claims made when **you** have been driving or riding the **vehicle** without valid motor insurance;
3. Any claims made when **you** qualify for legal aid;
4. More than two claims in any **one period of insurance**;
5. Any prosecutions brought against **you** where **you** are alleged to be under the influence of alcohol and/or drugs;
6. Any **legal costs** and expenses covered by **your motor insurance policy**.

Section 2b – Vehicle Cloning and Illegal Towing and Clamping

The **insurer** will cover **legal costs** up to £25,000 to defend a legal action in respect of a motoring offence arising from the illegal use of **your vehicle's** identity by another person or organisation; and up to £2,500 in any one **period of insurance** in respect of legal costs incurred in pursuing the recovery of illegal clamping or towing fees in relation to the **vehicle**.

Exclusions applicable to section 2b

1. Claims occurring where the **vehicle's** identity has been copied by someone living with **you**;
2. Any claims made less than 30 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted;
3. Claims following any dishonest, fraudulent or criminal act by **you** or someone living with **you**; and

4. Any losses other than **legal costs** incurred by **you** as a result of vehicle cloning.

Section 3 – Motor Contract Disputes

The **insurer** will provide cover in respect of the legal costs incurred by taking or defending a legal action as a result of an event arising from any contract that **you** have to:

1. buy, hire or sell the **vehicle** or any of its parts or accessories, or;
2. service, repair or test the **vehicle** in any way.

The **insurer** will provide cover provide that:

- a. the contract was entered into within the **territorial limits**;
- b. the dispute first arose within the **period of cover**;
- c. any legal action is brought within the **territorial limits**;

Exclusions applicable to this section

1. Any claims made less than 90 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted. This is not applicable if a claim relates to goods and services that are brand new, and being purchased after the inception date of this policy;
2. Any claim made where the amount in dispute is less than:
 - £1,000 for buying or selling the **vehicle**;
 - £500 for hiring the **vehicle**; and
 - £250 for servicing, repairing or testing the **vehicle**
3. Any dispute over the amount of money or other compensation due under an insurance policy;
4. Any dispute arising from an allegation of dishonesty against **you**;
5. Any dispute arising following **your** deliberate breach of a contract.
6. More than two claims in any one **period of insurance**

Section 4 – Motor Database Disputes

The **insurer** will cover legal costs up to a maximum of £10,000 to represent **you** in a dispute with the police or government agency if:

1. the **vehicle** is seized due to a failure in communication between **your** insurer and the Motor Insurance Database;
2. if incorrect information is held/recorded on a motoring database about **your** driving record (e.g. driving licence, claims, convictions); or
3. if incorrect information is held about the **vehicle**, which adversely affects **you**.

Exclusions applicable to this section

1. Any error or omission by **you** which means that the information held on any motoring databases is incorrect;
2. More than two claims in any one **period of insurance**.

General conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

1. Claims

- a) **You** will give notice to **us** as soon as practicable following an **insured event**;
- b) **You** will take all steps necessary to assist in the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so;
- c) All **legal costs** may be subject to an independent assessment to ensure that they have been incurred reasonably;
- d) All professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior consent;
- e) **Legal costs** will not be paid on an interim basis throughout a claim
- f) **You** will not enter or offer to enter into any negotiation to settle the claim without **our** prior written approval to do so;
- g) **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action. This includes agreeing to settle by way of a **Part 36 offer**;
- h) If an offer of settlement (which may include a **Part 36 offer**) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;
- i) **You** will not withdraw from any legal action without **our** permission to do so;
- j) **You** must attend court or any expert examination where asked to do so;
- k) In some circumstances, where **we** decide it is appropriate, the **insurer** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and the **insurer** will not be liable for any further costs incurred;
- l) **We** reserve the right to:
 - i) take over any claim or civil proceedings at any time and conduct them in **your** name;
 - ii) negotiate or settle any claim or civil proceedings on **your** behalf;
 - iii) contact **you** directly at any point concerning **your** claim.
- m) **You** must respond to **us** promptly in all matters relating to a claim, within 14 days unless **we** are satisfied that there is a reason why this is not possible.

2. Appointed representative

- i) Before legal proceedings are issued, an **appointed representative** from **our** panel will be appointed to act for you to pursue, defend or settle any claim **we** have accepted in accordance with the terms and conditions of this policy;
 - ii) Should legal proceedings need to be issued or have been issued against **you**, or where there is a conflict of interest, **you** can choose a **non-panel solicitor** of your choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**.
 - iii) If there is any dispute over **your** choice of **non-panel solicitor** you will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with General Condition 5 – Arbitration, which can be found on page 14 of this policy. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we** shall be entitled to appoint an **appointed representative** from **our** panel in order to protect **your** interests in any legal proceedings.
- b) If **you** do select to appoint **your** own **non-panel solicitor**, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to

assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;

- c) The **appointed representative** or **non-panel solicitor** will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required;
- d) Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. You agree to **us** having access to the **appointed representative's** or **non-panel solicitor's** (as the case may be) file relating to **your** claim. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

3. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing **your** insurance broker, however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **we** or **your** insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the **insurer's** investigations provide evidence of fraud or misrepresentation, the **insurer** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

4. Counsel's Opinion

Where reasonable and necessary, **we** may require that Counsel's Opinion is obtained from a barrister. If this is the case, the barrister will be agreed by both **you** and **us**, to advise of the merits of a proposed claim or civil proceedings. The cost of this advice will be payable by **you** unless the outcome recommends that there are reasonable grounds to pursue **your** claim or civil proceedings, in which case **we** will pay Counsel's fees.

5. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 3-4. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and any amending or substituting legislation and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If we are not able to agree on the appointment of an arbitrator, we shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

6. Fraudulent Claims

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept your proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If your claim is in any way dishonest or exaggerated then we will not pay any benefit under this policy or return any premium to **you** and we may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

7. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

8. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

9. Proportionality

Where an award of **damages** is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value of any such award of **damages**, the most the **insurer** will pay in respect of **legal costs** is the value of the likely award of **damages**.

10. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

General exclusions

The following exclusions apply to all sections of this insurance contract:

1. Any claim:
 - i) where the **date of event** is before the date of inception of this policy;
 - iii) that is not notified to **us** as soon as is reasonably possible after the **date of event** when the claim may be prejudiced by late notification;
 - v) if at the time **you** make a claim under this policy there is any other insurance covering the same liability, **we** will not be liable to pay or contribute more than **our** proportion of any claim and the **legal costs** in connection with this.
2. The balance of **legal costs** in excess of what has previously been agreed;
3. **Legal costs** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors;
4. Any claim that arises as a result of a deliberate action by **you** or anybody associated with **you**;

5. Any claim relating to violence or dishonesty on **your** part.
6. Any **legal** costs relating to any event giving rise to a claim and/or leading to civil proceedings which are not identified in this policy, including but not limited to:
 - i) costs paid directly to the **appointed representative** prior to **our** approval;
 - ii) anything relating to a road traffic accident not covered by **your** primary motor insurance policy, or from **your** use or alleged use of alcohol and/or drugs;
 - iii) matters where **you** intend to represent yourself during a claim;
 - iv) any **legal costs** incurred in any appeal proceedings, unless the **insurer** agreed to cover the original claim, **we** deem that the matter has **reasonable prospects** and **we** are notified of the decision to appeal at least 7 days before the deadline to appeal;
 - v) any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to claims concluded successfully under this policy
7. Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
8. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority
9. Compensation awarded to a person or group bringing a claim against **you**.
10. Any claims made in respect of **your** use or alleged use of a mobile telephone whilst driving, unless the telephone is used via hands-free.
11. Claims arising from or associated with the use of **your vehicle** for racing, rallies, pacemaking or trials;
12. Judicial review;
13. Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights;
14. If **we** or the **appointed representative** do not believe there are **reasonable prospects** in pursuing **your** claim, **the insurer** will not pay for any costs arising from a subsequent or additional claim to determine **reasonable prospects**;;
15. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

ADDITIONAL MOTOR CLAIMS SERVICE BENEFITS

In purchasing our Platinum Motor Legal Expenses Insurance, **you** are automatically entitled to a number of additional services to ensure that **you** are fully taken care of in the event of a motor accident. The benefits are listed below.

How to use our additional services

In the event of an incident, please contact **us** as soon as possible giving **us** as much information as **you** can about what has happened to bring about a claim.

If you have purchased our Legal Expenses Insurance policy, **you** are entitled to use the additional motor claims services. Please note that all incidents must be reported to **us** as soon as reasonably possible after the **insured event**.

Telephone: **0333 241 3393**
Email: claims@coplus.co.uk

Or **you** can write to **us** at:
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Our claims line is open 24 hours a day, 365 days a year.

In order for **us** to help **you** more efficiently, please quote 'Motor Legal Expenses' on all communications.

How to make a complaint

We hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker.

If **your** complaint relates to a claim or one of our additional motor claims services under this section, please contact **us** at:

Quality Assurance Manager
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA

Telephone: **0333 241 9580**
Email: qtmil@coplus.co.uk

It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** call **us**.

General definitions

The words and phrases listed below will have the same meanings wherever they appear in the services sections below. These words and phrases can be identified in **bold** throughout the sections.

Approved supplier

A supplier of services which are the preferred supplier of **us**.

Insured event

An incident which gives rise to a claim under **your motor insurance policy**

Vehicle

The vehicle(s) specified in the **motor insurance policy** which was being driven or ridden by a person entitled to drive or ride it, together with any caravan or trailer attached to the vehicle at the time of any event which gives rise to a claim.

Motor Insurance Policy

The policy of motor insurance for **your vehicle** which has been issued in accordance with the requirements of the Road Traffic Act 1988.

Period of benefits

The period of 12 calendar months beginning with the date of inception of your Motor Legal Expenses Policy

Territorial limits

Great Britain, Northern Ireland, Channel Islands and the Isle of Man

We/our/us

Motorplus Limited.

Total loss

The **vehicle** being assessed as being unable to be driven and damaged beyond the point where it would be economical to fund its repair. In the event that **you** are comprehensively insured, such assessment must be made by **your** motor insurers. In the event that **your** 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 for the accident.

You/Your

The named holder of this policy, who lives in the **territorial limits**, together with any other person who is entitled to drive or ride the **vehicle** under the **motor insurance policy** (including any other person who is a passenger/pillion in the **vehicle**).

ADDITIONAL BENEFITS

If you are involved in a motor accident **we** can offer the following services to assist **you**.

Section 1 – Accident claims management and support

An emergency claims line is available to **you** to report an **insured event** to **us** where we will discuss what additional service benefits will help **you** return to the position **you** were at prior to the **insured event**.

We will also provide telephone advice in completing insurance claim documentation and dealing with all claims related correspondence following an **insured event**.

Section 2– Pay As You Need Breakdown and Recovery Cover

We will arrange for **you** to have access to a roadside assistance and recovery service.

Conditions applying to Section 3

Coplus is a trading name of Motorplus Limited. Registered in England and Wales with Company No. 03092837.
 Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA.
 Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA.
 Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657).

- This service will only be provided to **you** by the service provider if **you** are able to pay immediately by debit or credit card, and the rates applicable at the time assistance is required will be payable by **you**. A receipt will be sent to **you** for all charges debited;
- **You** will need to state the location and condition of **your vehicle** as well as where it needs to be recovered to;
- As **you** are liable for all costs incurred **you** must make sure **you** provide as much information as possible to ensure the correct service is provided at the first call out;
- The service provider cannot be held responsible for any unforeseeable additional charges.

Section 3 – Uninsured Loss Recovery, including hire, repair & personal injury

If you are involved in an incident for which **you** are not at fault, **we** can offer the following services to assist **you**:

Non-fault replacement hire

A replacement credit hire vehicle can be arranged via our **approved suppliers** if **your vehicle** is deemed undriveable or for the repair duration following a non-fault motor incident.

Conditions applying to non-fault replacement hire

- Our **approved supplier** considers there is a genuine need and that **your vehicle** is undriveable or a vehicle is required for the duration of any repair;
- The **approved supplier** must establish that:
 - i) the incident is the fault of another party; and
 - ii) the other party has relevant insurance in place to pay for the hire charges. These hire charges are ultimately **your** responsibility;
- A vehicle will only be offered on credit, which means **you** will be ultimately responsible for the hire charges, but **our** approved supplier will attempt to recover the charges from the other person's insurance company, on **your** behalf;
- The replacement credit hire vehicle will only be provided for as long as is reasonably required;
- The **approved supplier** will decide whether the credit hire is viable and that costs are likely to be recoverable from the responsible party's insurance company. Their decision regarding liability will be final.

Non-fault repair & total loss

Motorplus will arrange the repair to the **vehicle** on request via **our approved suppliers** following a road traffic incident where **you** are deemed to be not at fault.

Conditions applying to non-fault repair & total loss

- The question of liability will be determined by the **approved supplier** and their decision will be final;
- The repairs will be arranged via the **approved supplier's** nationwide network of repairs;
- The **approved supplier** will recover the repair costs on **your** behalf from the third party who is at fault;
- If **your vehicle** is a **total loss** and the incident was not **your** fault, then either **we** or **our approved supplier** will assist with the recovery of **your total loss** settlement via the responsible party's insurance company.

Non-fault personal injury

We can recommend to **you** a law firm from our **approved suppliers** to pursue a claim for personal injury compensation.

Conditions applying to non-fault personal injury

- **You** accept the recommendation and pursue a claim directly with the **approved supplier**;
- **You** are not at fault for the incident;
- The decision on liability will be ultimately made by the **approved supplier**. The legal costs will be recovered from the at responsible party's insurance company on behalf of **you**; **and**
- The compensation valuation is estimated to be above the small claims limit set by the Civil Procedure

Rules used by the Court of Appeal, High Court of Justice and County Courts in civil cases in England and Wales.

Section 4– Total Loss Recovery

We can provide advice, alongside your insurance broker, regarding the recovery of **your total loss** claim, where as a result of an **insured event** that was **your fault** **your** vehicle is deemed to be a **total loss**.

Where **you** are not at fault for the incident, we can assist in the negotiation of your **total loss** claim directly with the other party's insurance company

Section 5 – Glass Repair and Replacement Service

We can assist in arranging the repair and replacement of window and windscreen glass where it is covered by **your motor insurance policy** and **we** make the repair or replacement arrangements. **We** will endeavour to arrange for **your** motor insurer to be charged directly for the costs incurred. Where such costs are not covered by **your motor insurance policy** **you** must pay all costs incurred directly to the **approved suppliers**.