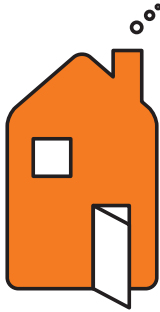


Home Insurance

Family Plus Legal Expenses Policy Wording



Home Insurance

INTRODUCTION TO YOUCHOOSE HOME

YouChoose Home has been created to offer flexible insurance solutions to customers who want the freedom to choose the cover that is right for them. You choose the optional extras you need and YouChoose Home will provide you with the insurance you want.

YouChoose Home is part of the YouChoose insurance family.

Visit www.youchooseinsurance.co.uk and simply click and buy online. Should you need to talk to YouChoose Home, our UK based call centre is on hand to assist with any enquiries.

YouChoose Car is a trading style of Motor & Home Direct Insurance Services Limited. Authorised and Regulated by the Financial Services Authority. Registered in England and Wales No: 4626589. Registered Office: MMT Centre, Severn Bridge, Aust, Bristol BS35 4BL. VAT No: 851 1469 32

PROVIDED BY FAMILY PLUS

part of the YouChoose insurance family



Bike

Insurance



Van

Insurance



Car

Insurance

Your Policy Wording

FAMILYPLUS LEGAL EXPENSES POLICY

AccessBI

This insurance policy has been arranged by Qdos Broker an Underwriting Services Limited and AccessBI Limited and is administered by Motorplus limited (trading as FamilyPlus) on behalf of:

Groupama Insurance Company Limited, Registered in England No. 995253 Registered Office: Groupama House, 24 - 26 Minorities, London, EC3N 1DE.

Qdos Broker and Underwriting Services Limited, AccessBI Limited, Motorplus Limited and Groupama Insurance Company Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on **0845 606 1234**

In return for the premium *You* have paid, *We* agree to insure *You* in accordance with the terms and conditions of this policy.

IMPORTANT INFORMATION

This is a contract of insurance between *You* and Qdos broker and underwriting Services Limited. The insurance provided covers *Legal Costs* subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an *Insured* event which occurs within the *Territorial Limits* and during the *Period of Insurance* for which *You* have paid or agreed to pay the premium.

TELEPHONE LEGAL ADVICE HELPLINE

Available 24 hours a day throughout the year to provide *You* with confidential telephone advice about any personal legal problem in the UK, Isle of Man or Channel Islands.

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

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

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

To contact the helpline, phone **01603 420 033**, quoting reference 'FamilyPlus'.

Making a Claim

In the event of a claim please do not appoint *Your* own solicitor as this will invalidate the cover provided by this policy.

Note that all claims must be reported to *Us* within 180 days of the *Date of Event*.

If *You* need to notify a potential claim. Please immediately write to *Our* Claims Department at the following address;

FamilyPlus Claim
Kircam House
5 Whiffler Road
Norwich NR3 2AL

Claims may be emailed to fclaims@ulr.co.uk or notified by telephone on **01603 420080** quoting the reference 'FamilyPlus'.

The claims line is open 24 hours a day throughout the year.

Please provide *Your* policy number and a descriptions of the Claim circumstances. A Claim form will then be provided which *You* should complete and return without delay.

Complaints Procedure

It is the intention to give *You* the best possible service but if *You* do have any questions or concerns about this insurance or the handling of a Claim *You* should in the first instance contact the Chief Executive officer of Motorplus Limited at the following:

Motorplus Limited
Kircam Hosue
Whiffler Road
Norwich NR3 2AL

Tel: **01603 420000**
Fax **01603 420010**

in the event *You* remain dissatisfied and wish to make a complaint *You* can do so by contacting the following:

The Claims Manager

Odos Broker and Underwriting Services Limited
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel: **0845 080 1800**
Fax: **0207 964 1001**

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

Compensations Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the Claim. *You* can get more information about compensation scheme arrangements from the FSCS.

DEFINITIONS

Word shown in italics have the same meaning wherever they appear in this policy.

Appointed Solicitor

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

Civil Proceedings

Civil Court, civil tribunal or civil arbitration proceedings which are issued in the courts or tribunals of the United Kingdom, the Isle of Man, Jersey and Guernsey or the Republic of Ireland.

Date of Event

The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.

Insured

The person who has taken out this policy, providing that they reside within the

Territorial Limits.

Legal Costs

Professional legal fees which *You* are bound to pay, including reasonable fees or expenses incurred by the *Appointed solicitor* whilst acting for *You* in the pursuit of *Civil Proceedings*.

Period of Insurance

The period beginning with the date of inception of this FamilyPlus legal expenses policy and ending on the next expiry date of the household buildings or contents policy to which FamilyPlus legal expenses policy is annexed or 12 calendar months, whichever is the less.

Territorial Limits

The United Kingdom, the Isle of Man, Jersey or Guernsey.

You/Your

The *Insured*, together with any of the following who reside permanently with the *Insured* and have the *Insured's* permission to make a claim

- a) the *Insured's* spouse or partner;
- b) the *Insured* parents or parents-in-law
- c) the *Insured's* children under the age of 21.

We/Our/Us

Odos Broker and underwriting services limited and AccessBI Limited and /or their agent Motorplus Ltd trading as FamilyPlus and/or URL

THIS POLICY WILL COVER

Subject to the terms, conditions, exclusion and limitations in this policy, *We* will pay *Legal Costs* to a maximum of £50,000 (fifty thousand pounds) for any of the following events or causes, occurring within the *Territorial Limits* where the *Date of Event* is within the *Period of Insurance* and provided that the premium has been paid, if *We* deem that there are reasonable prospects of success:

1. Personal Claims

- a) Your death
- b) a personal injury to You

2. Real property

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

3. Services and personal property

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

4. Employment

- a) Where You are an employee, disputes arising out of Your contract of employment

GENERAL CONDITIONS

1. You must

- a) abide by the terms and conditions of this Policy
- b) try to prevent or minimise *Legal Costs* wherever possible
- c) send Us everything We ask for in writing.

2. We Can

- a) take over any claim or *Civil Proceedings* at any time and conduct them in Your name
- b) negotiate or settle any claim or *Civil Proceedings* on Your behalf.
- c) refer any boundary or other property dispute to mediation
- d) contact You direct at any point concerning Your claim.
- e) If it becomes necessary to appoint a solicitor to assist You before the issue

of *Civil Proceedings* We will choose the *appointed solicitor*. If by the date when it is necessary to issue *Civil Proceedings* We have not already chosen an *appointed solicitor*, You can nominate one by sending Us the name and business address of a suitable qualified person. We may choose not to accept Your nominee if they are unable to agree to terms with Us. If there is a disagreement over the choice of *appointed solicitor* another suitably qualified person can be appointed to decide the issue (see 3K below)

- f) You must at Our request instruct the *Appointed solicitor* to have any *Legal Costs* taxed, assessed or otherwise audited.
- g) You must take all necessary steps to assist the recovery of *Legal Costs* from any other party, and pay Us any *Legal Costs* so recovered.
- h) We will not be bound by any undertaking or other promise or assurance You may give to the *appointed solicitor*, or which You or the *appointed solicitor* give to any other person.
- i) If You or the *appointed solicitor* terminate their retainer then We will consider the reasons for this. We may then end the cover provided by this policy or We may agree to appoint another *appointed solicitor*.
- j) If You settle, withdraw, or abandon a claim without Our prior agreement, or fail to give suitable instructions to the *appointed solicitor*, the cover We provide will end immediately, and We will be entitled to reclaim from You any *Legal Costs* paid by Us.
- k) If We and You disagree about the choice of *appointed solicitor*, or about the handling of a claim, We and You can choose another suitably qualified person to decide the matter, agreeing the choice of 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.

- l) *You* must inform *Us* of any proposal to settle a claim including any Payment Into Court. If *You* reject an offer which *We* consider reasonable *We* may refuse to pay any further *Legal Costs*.
- m) *You* must not negotiate or agree to settle a claim without *Our* prior approval.
4. *We* may elect to pay *You* the amount of damage *You* are claiming, instead of starting or continuing *Civil Proceedings*.
5. *We* may if *We* see fit require that *You* obtain Counsel's Opinion from a barrister agreed by *You* and *Us*, as to the merits of a proposed claim or *Civil Proceedings*. *You* will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or *Civil Proceedings*, *We* will refund Counsel's fees.
6. *We* may cancel this policy at any time by giving *You* 21 days notice in writing.
7. *We* will not pay any claim covered by any other policy of insurance or by trade union membership or any claim that would have been covered by any other policy of insurance or by trade union membership if this Family Plus legal expenses policy did not exist.
8. If *You* die, *We* will insure *Your* personal legal representative to pursue disputes covered by this policy arising from *Your* death, provided they keep to the terms of the policy
9. Apart from *Us*, only *You* may enforce all or any part of this policy and the rights and interests arising from it or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.
10. This policy will be governed by the laws of England and Wales.
11. Any act of Parliament mentioned in the Policy includes equivalent laws in Scotland, Northern Ireland, the Isle of Man, Jersey and Guernsey as the case may be.
12. This policy is written in English and all communications about it will be in English.

THIS POLICY WILL NOT COVER

1. Any Claim
 - a) which *You* do not report to *Us* within 180 days of the *Date of Event*.
 - b) for which the *Date of Event* is before the date of inception of this policy.
 - c) under *Insured* incident 4 above (employment) for which the *Date of Event* is within 90 days after the date of inception of this Policy.
 - d) under *Insured* incident 4 above (employment) for which the *Date of Event* is within 60 days after the date of inception of this Policy (other than claims under *Insured* incident above)
 - e) where the amount claimed is less than £100
2. *Legal Costs* incurred
 - a) before *Our* written acceptance of a claim.
 - b) whilst *You* are bankrupt, in administration or in receivership, or if *You* have entered into a composition with creditors.
3. The balance of *Legal Costs* over and above any figure *We* have previously agreed.
4. *Legal Costs* incurred in any appeal proceedings unless:
 - a) *You* confirm in writing to *Us* that *You* wish to appeal at least size working days prior to expiry of any time limit for filing Notice of Appeal, or Application from Permission to Appeal (as appropriate); and
 - b) *We* consider such appeal has a reasonable chance of success
5. In respect of claims for nuisance or trespass to land (see *Insured* incident 2c above) the first £250.00 of *Legal Costs* incurred in each separate claim, and in respect of all other claims, the first £25.00 of *Legal Costs* incurred in each separate claim. In either case, such sum must be paid to *Us* before *We* can act.

6. Travelling expenses, subsistence expenses and claims for lost earning or loss of paid holiday.
7. Fines or penalties or any damages which *You* are ordered to pay by a court, tribunal or other authority.
8. any *Insured* incident which *You* intentionally cause or create.
9. *Legal Costs* of or relating to claims regarding:
 - 9.1 the alleged dishonesty or violent behaviour of any person.
 - 9.2 divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief, affiliation or mediation connected with such issues.
 - 9.3 will, probate or inheritance.
 - 9.4 patent, trademarks, copyrights, registered design or intellectual property.
 - 9.5 secrecy or confidentiality agreements.
 - 9.6 any business, trade or profession in which *You* are engage, or any other venture undertaken by *You* for financial gain (other than *Your* contract as an employee).
 - 9.7 clinical negligence
 - 9.8 any shareholding, directorship or partnership or other commercial interest
 - 9.9 any remark or comment whether permanently recorded or not, which may damage *Your* reputation
 - 9.10 any computer, electric, electronic or mechanical error.
 - 9.11 leases, licences,, tenancies and disputes between landlord and tenant
 - 9.12 any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident.
 - 9.13 planning, building or structural alteration of any building or part of such
 - 9.14 subsidence, shrinkage, ground heave, landslip, mining or quarrying.
 - 9.15 any building or land other than *Your* principal home.
 - 9.16 any party legally acquiring *Your* principal home from *You* (whether or not *You* are paid), or restrictions or controls placed upon *Your* principal home by any governmental or public or local authority unless the claim is for accidental physical damage.
 - 9.17 work done by any governmental or public or local authority unless the claim is for accidental physical damage.
 - 9.18 a motor vehicle owned or used by, or hired or lease to *You*.
 - 9.19 any road traffic accident
 - 9.20 the settlement payable pursuant to any insurance or other policy
 - 9.21 any enforcement proceedings or procedure
 - 9.22 proceedings before or reference to the European Court of Justice or the European Court of Human rights.
 - 9.23 a dispute with *Us* or with *Your* Insurance broker or provider
 - 9.24 Judicial Review
 - 9.25 war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism. rebellion, revolution, military force or coup.
 - 9.26 radiation or radioactive contamination
 - 9.27 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
 - 9.28 sonic pressure waves.
 - 9.29 the defence of any claim brought by any other party.
10. *Legal Costs* incurred during any legal action *You* take which *We* have not agreed to, or where *You* do anything that hinders *Us*, or the *Appointed solicitor*.

The YouChoose insurance family also offer



Bike Insurance



Van Insurance



Car Insurance

Visit **YouChoose**
insurance.co.uk

and click to save more money on your insurance with the YouChoose insurance family.

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