



Motor SAFE Legal Protection

Underwritten by Brit Syndicate 2987 at Lloyd's

Policy Schedule

24 HOUR ACCIDENT CLAIM LINE: 0800 068 1040*

If your vehicle is involved in a motor accident with another vehicle, you should notify us as soon as possible. Under no circumstances should you instruct your own lawyer as we will not pay the costs incurred and it could invalidate your cover. You can report your claim 24 hours a day by telephoning **0800 068 1040** or online at www.mapslegal.co.uk

FREE LEGAL ADVICE HELPLINE: 08700 500 652*

Legal advice on the phone is available to our members and their family, 24 hours a day, every day of the year from appropriately qualified solicitors on private legal matters such as consumer law, employment rights, matrimonial, property disputes etc. **Please ensure you quote account number 33739 when your call is answered.**

MESSAGE RELAY SERVICE: 08700 500 654*

Our 24 hour message service will relay four messages to anyone of your choice if you have an accident and need to let your family, friends or colleagues know what has happened.

ONLINE REPORTING & TRACKING: www.mapslegal.co.uk

Claims can be reported to us at www.mapslegal.co.uk with secure access to track the progress of your claim.

Administered by Motor Accident Protection Services Limited t/a MAPS Legal Assistance, registered in England, at Rufford House, 52 Bath Street, Southport PR9 0DH. Company Number: 3105784. Authorised and regulated by the Financial Services Authority. Firm Number: 304973. Member of the Financial Services Compensation Scheme and Financial Ombudsman Service.

Claims Agent of ARAG plc. Telephone calls may be monitored or recorded.
*Helplines are non-insured elements.

MOTOR SAFE LEGAL PROTECTION POLICY WORDING

This policy is evidence of the contract between you and the Insurer.

YOUR POLICY COVER

Following an Insured Event the Insurer will pay the Insured's Legal Costs & Expenses up to the Limit of Indemnity, including the cost of appeals provided that:

- 1) you have paid the insurance premium,
- 2) the Insured Event occurs within the Territorial Limit
- 3) the claim
 - always has Reasonable Prospects of Success
 - is reported to us
 - during the Period of Insurance
 - immediately after the Insured first becomes aware of circumstances which could give rise to a claim under this policy
- 4) the Insured always agrees to use the Appointed Advisor nominated by us in any claim
 - falling under the jurisdiction of the Small Claims Court, and/or
 - prior to the issue of proceedings
- 5) any proceedings or hearing are dealt with by a Court or any other body that we agree to, in the Territorial Limit
- 6) the Insured enters into a Conditional Fee Agreement with the Appointed Advisor or the Appointed Advisor enters into a Collective Conditional Fee Agreement with us if a claim will be decided in a court within England & Wales and falls outside the jurisdiction of the Small Claims Court

INSURED EVENTS

1) Uninsured Loss Recovery

A road traffic accident with another vehicle causing damage to the insured vehicle and/or personal property in or on it

2) Personal Injury

An event causing the Insured personal injury whilst in or on an insured vehicle

WHAT IS NOT INSURED BY THIS POLICY

You are not covered for any claim arising from or relating to:-

1. Legal Costs & Expenses incurred before we accept a claim
2. a contract
3. defending any action
4. any event occurring prior to the inception of the policy, and which the Insured knew or ought reasonably to have known could give rise to a claim under this policy
5. any claims where the Defendant cannot be traced or identified, or does not hold valid motor insurance
6. any claims arising out of any deliberate criminal act or fines, penalties or compensation
7. a dispute with us or the Insurer not dealt with under Condition 6
8. Group Litigation Orders
9. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed;
e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the Insurer alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Failure to keep to any of these conditions may lead the Insurer to cancel your policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs & Expenses from the Insured should this occur

1. The Insured's responsibilities
An insured must
 - a) observe and keep to the terms of the policy
 - b) not do anything that hinders us or the Appointed Advisor
 - c) tell us immediately after you first become aware of any cause, event or circumstances which could give rise to a claim under this policy
 - d) tell us immediately of anything that may materially alter our assessment of the claim
 - e) cooperate fully with the Appointed Advisor and us, give the Appointed Advisor any instructions and or information we require and keep them updated with progress of the claim
 - f) provide us with everything we need to help us handle the claim
 - g) take reasonable steps to recover Legal Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to you
 - h) tell the Appointed Advisor to have the Legal Costs & Expenses assessed or audited if we require
 - i) minimise any Legal Costs & Expenses and try to prevent anything happening that may cause a claim
 - j) allow the Insurer at any time to take over and conduct in the Insured's name any claim, proceedings or investigation
 - k) authorise any Appointed Advisor, including a firm of solicitors, acting on your behalf in respect of your claim to grant us or our appointed representative unfettered access to inspect and audit your claim file at any time and hereby consent and agree to waive your right to confidentiality. You may withdraw your consent at any time. During any inspection or audit of your file we undertake to maintain confidentiality.
2. The Appointed Advisor
 - a) In certain circumstances as set out in 2 c) below the Insured may choose an Appointed Advisor. In all other cases no such right exists and we shall choose the Appointed Advisor.
 - b) Where the Insured wishes to exercise their right to choose, they should write to us with their nominated representative's name and address.

The Insured's chosen Appointed Advisor must agree to act under our standard terms of business and cooperate with us at all times.

If we disagree over the appointment of an Appointed Advisor then we will agree for another suitably qualified person to decide the matter

- c) If we agree to start legal proceedings and the court requires any representative to be legally qualified, or there is a conflict of interest, the Insured may choose a suitably qualified Appointed Advisor. The right of the Insured to choose never applies to Small Claims Court claims unless there is a conflict of interest.
- d) If the Appointed Advisor refuses with good reason to continue acting for the Insured, the Insured dismisses the Appointed Advisor without good reason, or the Insured withdraws from the claim without our written agreement, cover will end immediately unless we agree to appoint another Appointed Advisor.
- e) The Appointed Advisor must enter into a Conditional Fee Agreement with the Insured or a Collective Conditional Fee Agreement with us if a claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court.
- f) During the course of the relationship with our panel of service providers, we may, for particular types of claim, receive a fee from the Appointed Advisor to whom the claim is sent. This fee (if it does apply), is a separate arrangement between us and the Appointed Advisor, and will never compromise you or any claim that you make under the policy.
3. Our Consent
We must give our written consent to the Insured to incur any Legal Costs & Expenses. The Insurer does not accept any liability for Legal Costs & Expenses incurred without our written consent.
4. Settlement
 - a) The Insurer has the right to settle the claim by paying the value of your claim
 - b) The Insured must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without our agreement
 - c) If the insured refuses to settle the claim following
 - (i) a reasonable offer, or
 - (ii) advice to do so from the Appointed Advisorthe Insurer may refuse to pay further Legal Costs & Expenses
5. Counsel's Opinion
We may require the Insured to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the Insured then the Insurer will pay for the opinion.
6. Arbitration
If there is a dispute between the Insured and us about the handling of a claim or the choice of an Appointed Advisor, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If we fail to agree on a suitable person we will ask the president of the relevant Law Society to nominate.
7. Fraudulent Claims
If the Insured makes any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under this policy will be forfeited including the premium.
8. Cancellation
 - a) You may cancel the policy within 14 days of the date of issue of this policy with a full refund of the insurance premium paid
 - b) You may cancel this policy at any time by giving at least 21 days' written notice to us but no return of premium shall be allowed
 - c) The Insurer may cancel the policy at any time by giving at least 21 days' written notice to you. The Insurer will refund part of the premium for the unexpired period
9. Acts of Parliament & Jurisdiction
All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.
This policy will be governed by English Law
10. Data Protection Act
It is agreed by the Insured that any information provided to us &/or the Insurer regarding the Insured will be processed by us &/or the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.
11. Contracts (Rights of Third Parties) Act 1999
A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

MEANING OF WORDS & TERMS

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed Advisor

The solicitor or other advisor appointed by us to act on behalf of the Insured.

Conditional Fee Agreement

The separate agreement between the Insured and the Appointed Advisor for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by us before it is entered into.

Collective Conditional Fee Agreement

The separate agreement between the Appointed Advisor and us for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for the Appointed Advisor's fees and expenses to be payable on a common basis.

Insured

You and any driver or passenger in or on the Insured Vehicle with your permission.

Insured Vehicle

The vehicle(s) specified in your motor insurance policy and any trailer or caravan attached to it.

Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof)

Legal Costs & Expenses

- 1) In respect of all Insured Events other than as provided for in 2) below
 - a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by us or in accordance with the Predictable Costs scheme if applicable
 - b) Other side's costs incurred in civil claims, where the Insured has been ordered to pay them or pay's them with our agreement.
The Predictable Costs scheme applies to any road traffic accident occurring where damages of less than £10,000 are negotiated prior to the issue of proceedings.
- 2) Where, upon successful conclusion, a legal expenses insurance premium ought to be recovered from the opponent in respect of insurance for the insured's disbursements and other side's costs and disbursements, the insurer will only pay costs described in 1a).

Limit of Indemnity

£100,000 which shall be the maximum Legal Costs & Expenses payable by the Insurer in respect of all claims related by time or original cause.

Period of Insurance

The period as shown in the policy to which this Policy attaches

Reasonable Prospects of Success

In all claims including an appeal where the Insured has a greater than 50% chance of successfully pursuing the claim or defending an appeal. If the Insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999

Territorial Limit

The United Kingdom, Channel Islands, Isle of Man and countries in the European Union

We/Us/Our

ARAG plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer, Brit Syndicate 2987 at Lloyd's &/or Motor Accident Protection Services Ltd who are acting as a claims handling agent on behalf of ARAG plc

You/Your

The person(s) named in the Schedule to which this policy attaches

Defendant

The person, company or partnership that the Insured alleges is responsible for the Insured Event.

COMPLAINTS

We are committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you would ring to report a claim. The staff handling your call should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department (details below), where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN
customerrelations@arag.co.uk

0844 472 2938 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).

If a complaint remains unresolved you may refer it to the Financial Ombudsman Service. They can be contacted at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. telephone: 0845 080 1800

E-mail: enquires@financial-ombudsman.org.uk

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

What happens if the Insurer cannot meet its liabilities

The Insurer is covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if the Insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

How to make a claim

In the event that you then need to make a claim you should notify us as soon as possible. Under no circumstances should you instruct your own lawyer as we will not pay the costs incurred and it could invalidate your cover.

You can report your claim 24 hours a day by telephoning 0800 068 1040 or online at www.mapslegal.co.uk

Motor Safe Legal Protection Policy Summary

Underwritten by Brit Syndicate 2987 at Lloyd's

Motor Safe is a cost-effective insurance product that will help protect you should you need to pursue your legal rights following a non-fault road traffic accident. Legal issues can be complex and sometimes difficult to resolve, but with Motor Safe Legal Protection you will have peace of mind knowing that we are with you every step of the way, by removing the financial burden that stressful legal situations can bring. Motor Safe is designed to help in a number of situations including:

- pursuing a claim for death or personal injury
- recovering your uninsured losses that can include your motor policy excess, loss of earnings, and the cost of repairs if not covered under your motor policy
- providing you with access to an alternative vehicle whilst yours is being replaced or repaired

Our claims team, and those appointed on your behalf, will be available to answer your questions, by telephone or email, to provide you the reassurance you need at what can be a very difficult time.

When a claim does occur you can be assured that we will appoint a solicitor, or another professional with the expertise in the area of law that matches your problem;

this being a key component to providing maximum impact at the outset.

What happens if I change my mind after taking out the policy?

The policy provides you with a 14 day reflection period in which to decide whether you wish to continue. Cancellation is fully explained in condition 8 of the policy wording.

What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation for up to 90% of the cost of the claim in the unlikely event that the Insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

What happens if I have a complaint?

We are committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you would ring to report a claim. The staff handling your call should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details

of your complaint will be passed to our Customer Relations Department (details below), where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN
customerrelations@arag.co.uk

0844 472 2938 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).

If a complaint remains unresolved you may refer it to the Financial Ombudsman Service. They can be contacted at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. telephone: 0845 080 1800

E-mail: enquiries@financial-ombudsman.org.uk

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service

Significant Features and Benefits	Significant Exclusions or Limitations	Policy Section
The Insurer will pay the Insured's Legal Costs & Expenses up to the Limit of Indemnity, including the cost of appeals for claims reported during the period of insurance for the following insured Events	For cases in England and Wales falling outside of the Small Claims Court, cover is limited to your Appointed Advisor's costs	2) Legal Costs and Expenses
	The claim is always more likely to be successful than not, and is reported to us immediately after first becoming aware of the circumstances.	3) Your Policy Cover
	The Insured always agrees to use the Appointed Advisor nominated by us, prior to the issue of proceedings or in any claim falling under the jurisdiction of the Small Claims Court.	4) Your Policy Cover
Uninsured Loss Recovery A road traffic accident with another vehicle causing damage to the insured vehicle and/or personal property in or on it	Any claims where the Defendant cannot be traced or identified, or does not hold valid motor insurance.	5) What is not insured by this policy
Personal Injury We will cover an event causing death or personal injury to any driver or passenger whilst in or on an Insured vehicle		
Legal Advice Access to legal and experts 24 hours a day, 365 of the year	We will not put any advice in writing. Advice will be restricted to personal matters.	
Message Relay Service	We will relay up to 4 messages to anyone of your choice if you need to contact someone following an accident.	
	Territorial Limit The United Kingdom, Channel Islands, the Isle of Man. and countries in the European Union.	Meaning of Words & Terms
	Limit of Indemnity £100,000 is the maximum the Insurer will pay.	Meaning of Words & Terms
	Legal Costs and Expenses Where an insurance premium ought to be recoverable cover only applies for own side's costs for personal injury claims where the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court. Cover only applies for own side's costs where the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court.	2) Meaning of Words & Terms