

Your Policy Document

LEGAL EXPENSES INSURANCE (MOTOR)

Introduction

LEGAL EXPENSES INSURANCE AS STANDARD

This legal expenses policy has been included as standard by BeMoto as an additional benefit of your underlying vehicle insurance policy (it cannot be cancelled without cancelling your underlying insurance policy).

WHAT DOES THIS POLICY DO?

If you have had an accident that wasn't your fault, the insurer can instruct a lawyer to act on your behalf and attempt to claim compensation for your uninsured losses. Subject to the terms and conditions, this policy provides cover for your legal expenses incurred in pursuing your claim. Where the driver at fault is uninsured or cannot be traced, the insurer will assist you in making a claim to the Motor Insurers' Bureau.

WHAT ARE UNINSURED LOSSES?

These are losses which you, a named rider/driver or your passengers incur as a result of an accident which was not their fault that are not covered under any insurance policy. Losses can include your underlying vehicle insurance policy excess, loss of earnings, compensation for replacement vehicle hire charges.

Other losses could include your vehicle repair costs, medical fees and compensation for the loss of use of your vehicle, damage to personal possessions, vehicle recovery, storage charges and other expenses incurred.

HOW DO I MAKE A CLAIM?

You should have already reported any accident under your underlying motorcycle insurance policy.

- All potential claims must initially be reported to the insurer's claims line (open 24-hours): **01733 907009**
- To speak directly to our preferred legal professionals, after the initial claim notification: **01733 907008**

Please do not ask for help from a lawyer before the insurer has agreed. If you do, the insurer will not pay the costs involved even if they accept the claim.

WHAT HAPPENS IF I MAKE A CLAIM?

If the insurer considers that it's a valid claim and there are reasonable prospects of success they will take over the claim on your behalf and appoint a preferred legal professional to act on your behalf.

If legal proceedings are issued or there is a conflict of interest, then you may nominate your own legal representative. However the insurer must agree this in advance and you will be responsible for any legal expenses over and above those which their own specialists would normally have charged.

IMPORTANT

It is important that you follow the terms and conditions of this policy. There are circumstances where your actions could lead to you becoming liable for some or all of your own costs, or having to repay the insurer; for example if you engage a legal representative before talking to the insurer and getting their agreement, appoint your own solicitor or if you decide part way through a claim that you no longer wish to continue.

LEGAL ADVICE SERVICE

If you just need legal advice on a motoring issue, you can call the 24-hour Legal Helpline: **01733 907008**

The insurer will provide an insured person with confidential legal advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If the insured person calls outside these times, a message will be taken and a return call arranged within the operating hours.

To help the insurer check and improve their service standards, they may record all calls. When phoning, please state your policy number and the name of the insurance provider who sold you this policy.

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Definitions

The words or expressions detailed below have the following meaning whenever they appear in this policy in **bold**:

Appointed Representative

The **preferred law firm**, law firm or other suitably qualified person **the insurer** will appoint to act on an **insured person's** behalf.

BeMoto, We, Us, Our

This insurance is arranged by **BeMoto**, a trading name of Moto Broking Limited registered in England and Wales, company Number 09676058 Registered office: First Floor, 15-27 Cowgate, Peterborough PE1 1LZ. Moto Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA registration number 715903).

Coral Insurance Services Limited

The appointed claims handler, the insurer has appointed to act on their behalf to handle **your** claim

Costs and Expenses

(a) All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **the insurer** in accordance with the **DAS Standard Terms of Appointment**.

(b) The costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **the insurer's** agreement.

Countries Covered

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey.

DAS, The Insurer

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: DAS Legal Expenses Insurance Company Limited, DAS Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW. Registered in England and Wales. Company Number 103274.

Website: www.dasinsurance.co.uk

DAS Standard Terms of Appointment

The terms and conditions (including the amount **the insurer** will pay to an **appointed representative**) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Date of Occurrence

For civil cases the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)

Insured Person

You and any rider/driver or passenger who is in or on the **insured vehicle** with **your** permission. Anyone claiming under this policy must have **your** agreement to claim.

Insured Vehicle

The motor vehicle(s) covered by the motor insurance policy to which this policy attaches. It also includes any caravan or trailer attached to the vehicle(s).

Period of Cover

The length of time stated on **your** policy documents for which **your** underlying vehicle insurance policy is valid.

Preferred Law Firm

A law firm or barristers' chambers **the insurer** chooses to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with an **insured person's** claim and must comply with **the insurer's** agreed service standard levels, which **the insurer** audits regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable Prospects

The prospects that an **insured person** will recover losses or damages, make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **The insurer**, or a **preferred law firm on the insurer's** behalf, will assess whether there are **reasonable prospects**.

Uninsured Losses

Losses which an **insured person** has incurred as a result of a road traffic accident which was not their fault.

You, Your

The person that has taken out this policy (shown in the schedule as the policyholder).

Introduction

This is **your BeMoto** Motor Legal Expenses Insurance policy wording. It includes everything **you** need to know about **your** cover.

Keep this document in a safe place as **you** will need to refer to it if **you** need to make a claim.

If an **insured person** is involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident.

BeMoto Motor Legal Expenses Insurance is designed to help an **insured person** if a motor accident was not their fault and they have suffered an injury, or incurred other losses which are not covered under **your** motor insurance policy.

DAS Legal Expenses Insurance Company Limited is the underwriter and provides the legal protection insurance under **your** policy.

To make sure **you** get the most from **your BeMoto** Motor Legal Expenses cover, please take time to read this policy document, which explains the contract between **you, us** and **the insurer**.

Legal Expenses: The Agreement

The insurer agrees to provide the insurance described in this policy in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. **reasonable prospects** exist for the duration of the claim;
2. the **date of occurrence** of the insured incident is during the **period of cover**;
3. any legal proceedings will be dealt with by a court, or other body which **the insurer** agrees to, within the **countries covered**; and
4. the insured incident happens within the **countries covered**.

WHAT THE INSURER WILL PAY

The insurer will pay an **appointed representative**, on behalf of an **insured person** costs and expenses incurred following an insured incident, provided that:

- a. the most **the insurer** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is £100,000.
- b. the most **the insurer** will pay in **costs and expenses** is no more than the amount **the insurer** would have paid to a **preferred law firm**. The amount **the insurer** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. The amount may vary from time to time.
- c. in respect of an appeal or the defence of an appeal, the **insured person** must tell **the insurer** within the time limits allowed that they want to appeal. Before **the insurer** will pay the **costs and expenses** for appeals, **the insurer** must agree that **reasonable prospects** exist.
- d. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **the insurer** will pay in **costs and expenses** is the value of the likely award.

WHAT THE INSURER WILL NOT PAY

In the event of a claim, if an **insured person** decides not to use the services of a **preferred law firm**, they will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **the insurer**.

Cover

WHAT IS COVERED

Uninsured loss recovery and personal injury.

Costs and expenses incurred to recover **uninsured losses** after an event which causes:

- a. damage to the **insured vehicle** or to any property belonging to an **insured person** in or on the **insured vehicle**; and/or
- b. death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**.

General Conditions

The conditions below apply to the whole of your policy

1. An **insured person's** legal representation

- a. On receiving a claim, if legal representation is necessary, **the insurer** will appoint a **preferred law firm** as an **insured person's appointed representative** to deal with their claim. They will try to settle the **insured person's** claim by negotiation without having to go to court.
- b. If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
- c. If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **the insurer** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **the insurer** will pay is the amount **the insurer** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **the insurer** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
- d. The **appointed representative** must co-operate with **the insurer** at all times and must keep **the insurer** up to date with the progress of the claim.

2. An **insured person's** responsibilities

- a. An **insured person** must co-operate fully with **the insurer** and the **appointed representative**.
- b. An **insured person** must give the **appointed representative** any instructions that **the insurer** asks them to.

3. Offers to settle a claim

- a. An **insured person** must tell **the insurer** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **the insurer's** written consent.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **the insurer** may refuse to pay further **costs and expenses**.
- c. **The insurer** may decide to pay the **insured person** the reasonable value of their claim, instead of starting or continuing legal action. In these circumstances the **insured person** must allow **the insurer** to take over and pursue or settle any claim in their name. The **insured person** must allow **the insurer** to pursue at **the insurer's** own expense and for **the insurer's** own benefit, any claim for compensation against any other person and the **insured person** must give **the insurer** all the information and help **the insurer** needs to do so.

4. Assessing and recovering costs

- a. An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **the insurer** asks for this.
- b. An **insured person** must take every step to recover **costs and expenses** that **the insurer** has to pay and must pay **the insurer** any amounts that are recovered.

5. Cancelling an **appointed representative's** appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if the **insured person** dismisses the **appointed representative** without good reason, the cover **the insurer** provides will end immediately, unless **the insurer** agrees to appoint another **appointed representative**.

6. Withdrawing cover

If an **insured person** settles a claim or withdraws their claim without **the insurer's** agreement, or does not give suitable instructions to the **appointed representative**, **the insurer** can withdraw cover and will be entitled to reclaim from the **insured person** any **costs and expenses the insurer** has paid.

7. Expert opinion

The insurer may require the **insured person** to get, at their own expense, an opinion from an expert that **the insurer** considers appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **the insurer** and the cost agreed in writing between **you** and **the insurer**. Subject to this, **the insurer** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **the insurer** has agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **the insurer's** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk).

Alternatively, there is a separate arbitration process available that can be used to settle any dispute with **the insurer**. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **the insurer** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9. Keeping to the policy terms

An **insured person** must:

- a. keep to the terms and conditions of this policy
- b. take reasonable steps to avoid and prevent claims
- c. take reasonable steps to avoid incurring unnecessary costs
- d. send everything **the insurer** asks for, in writing, and
- e. report to **the insurer** full and factual details of any claim as soon as possible and give **the insurer** any information **the insurer** needs.

10. Cancelling the policy

This legal expenses policy has been included by **BeMoto** as an additional benefit of your underlying vehicle insurance policy; it cannot be cancelled without cancelling the underlying insurance policy. If **you** cancel **your** underlying insurance policy this legal expenses policy will automatically cancel at the same time. If the policy has started, **BeMoto** will charge **you** for 'time on cover' even if **you** cancel the insurance within 14 days of taking it out, provided no claims have been made within that period. If **you** cancel **your** underlying insurance after 14 days of taking it out, subject to the Terms of Business between **you** and **BeMoto**, **you** may be entitled to a partial refund of premium.

It's important to note that charges may apply to any refund, subject to the individual Terms of Business between **you** and **BeMoto**. Terms of Business: www.bemoto.uk/help-and-support/legal-information-and-policies

11. Fraudulent claims

The insurer will, at their discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **the insurer** will not pay the claim if:

- a. a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- b. a false declaration or statement is made in support of a claim.

12. Claims under this policy by a third person

Apart from **the insurer**, the **insured person** is the only person who may enforce all or any part by a third party of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13. Other insurances

If any claim covered under this policy is also covered by another policy or would have been covered if this policy did not exist, **the insurer** will only pay their share of the claim even if the other insurer refuses the claim.

14. Law that applies.

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise the law of England and Wales applies. All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

General Exclusions

The exclusions below apply to the whole of **your** policy

WHAT IS NOT COVERED

The insurer will not pay for the following:

1. Late reported claims

A claim where the **insured person** has failed to notify **the insurer** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **the insurer** considers their position has been prejudiced.

2. Costs **the insurer** has not agreed

Costs and expenses incurred before **the insurer's** acceptance of a claim. However, **the insurer** will not seek to recover any costs from **you** that they have already paid, provided the accident details **you** have supplied are true and complete.

3. Court awards and fines

Fines, penalties, compensation, or damages that a court or other authority orders an **insured person** to pay.

4. Legal action **the insurer** has not agreed

Any legal action an **insured person** takes that **the insurer** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **the insurer** or the **appointed representative**.

5. Uninsured Riders/Drivers

The **insured vehicle** being used by anyone, with **your** permission, who does not have valid motor insurance .

6. A dispute with **DAS**

A dispute with **the insurer** not otherwise dealt with under policy condition 8.

7. Judicial review

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8. Nuclear, war and terrorism risks

A claim caused by, contributed to by or arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
- d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9. Litigant in person

Any claim where an **insured person** is not represented by a law firm or barrister.

Complaints

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. For complaints regarding the sale and administration of **your** policy, please contact **BeMoto** who arranged this insurance for **you**.

We can be contacted at:

BeMoto

PO Box 1338
Peterborough
PE1 1LZ

Tel: 01733 907001

Email: complaints@bemoto.uk

For complaints regarding the conduct and service of a claim under **your** policy, please contact **Coral Insurance Services Limited** the appointed claims handler.

They can be contacted at:

Coral Insurance Services Limited

Customer relations
Kingfisher House
Peel Avenue
Wakefield
WF2 7UA

Email: customer.relations@coralinsurance.co.uk

For other complaints regarding the policy contact **DAS**:

They can be contacted at:

Customer Relations Department
DAS Legal Expenses Insurance Company Limited
DAS Parc, Greenway Court
Bedwas
Caerphilly
CF83 8DW

Tel: 0344 893 9013

Email: customerrelations@das.co.uk

Online complaint form: www.dasinsurance.co.uk/complaints

Further details of **the insurer's** internal complaint-handling procedures are available on request.

FINANCIAL OMBUDSMAN SERVICE (FOS)

If **you** are not happy with the complaint outcome or if the relevant party has been unable to respond to **your** complaint within 8 weeks, **you** may be able to contact the Financial Ombudsman Service for help. This is a free complaint resolution service for eligible complaints. (Details available from www.financial-ombudsman.org.uk)

They can be contacted at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123

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

Further information is available on their website: www.financial-ombudsman.org.uk

Using this service does not affect **your** right to take legal action.

General Data Protection Regulation

Moto Broking Limited is the controller of **your** personal information. **We** will keep **you** informed about how **we** use **your** personal information in the document 'Website Usage & Privacy Policy', which is available:

- online at www.bemoto.uk/privacy-hub
- in writing, Braille, large print and audiotape from Customer Support, **BeMoto**, PO Box 1338, Peterborough, PE1 1LZ or
- email **us** at: helpme@bemoto.uk

You have a number of rights concerning **your** personal information. **You** can ask for a person to *review* an automated decision, and in certain circumstances to:

- *access* the personal information **we** hold about **you**;
- *correct* personal information;
- have **your** personal information *deleted*;
- *restrict us* processing **your** personal information;
- receive **your** personal information in a *portable* format; and
- *object* to **us** processing **your** personal information.

If **you** want to find out more or exercise these rights, contact Customer Support, **BeMoto**, PO Box 1338, Peterborough, PE1 1LZ or email **us** at: helpme@bemoto.uk

You can contact **us** about data protection at: Data Protection Officer, **BeMoto**, PO Box 1338, Peterborough, PE1 1LZ or email **us** at: dpo@bemoto.uk

CORAL INSURANCE SERVICES LIMITED

Coral Insurance Services Limited may share **your** personal data with its service providers and may monitor and record any communications with **you** for quality and compliance reasons. For full details of how **Coral Insurance Services Limited** protect **your** privacy and process **your** data their Privacy Statement can be viewed online by visiting www.coralinsurance.co.uk/privacypolicy; Alternatively, **you** can request a printed version by contacting their Data Protection Officer or Customer Service Team by calling 01904 663883, by email customer.relations@coralinsurance.co.uk or by writing to DPO, **Coral Insurance Services Limited**, Kingfisher House, Peel Avenue, Wakefield WF2 7AU.

DAS LEGAL EXPENSES INSURANCE COMPANY LIMITED

When **you** purchase and use a **DAS** product, **DAS** will process personal information about **you** and anyone else whose details are provided to them to provide **you** with a service or a claim.

DAS process **your** personal information in accordance with their Privacy Notice. You can find their Privacy Notice online at www.dasinsurance.co.uk/legal/privacy-statement. Alternatively **you** can make a request for a printed copy to be sent to **you** by contacting dataprotection@das.co.uk

This policy document and other associated documents are available in large print.
If you need any of these please contact us on 01733 907001.

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