



Fleet Legal Guard

Motor Legal Insurance Policy

Claims helpline 0800 999 0800 open 24 hours a day,
365 days a year



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Introduction

Ageas Fleet Legal Guard – Motor Legal Insurance, offers peace of mind for you and your passengers and excellent value for money, with high levels of cover.

Motor Legal Insurance from Ageas Fleet Legal Guard covers you and your passengers should you be unfortunate enough to be involved in a road traffic accident where someone else is to blame. Ageas Fleet Legal Guard also provides physiotherapy treatment cover for each injured person.

Ageas Fleet Legal Guard provides up to £100,000 of legal insurance, if you or your passengers need to pursue a legal claim in the event of a personal injury and/or loss.

Ageas Fleet Legal Guard will ensure you immediately receive the right level of legal, medical and personal support.

Ageas Fleet Legal Guard – Motor Legal Insurance will provide you and your passengers with the following benefits where someone else is to blame for the accident:

- access to a Ageas Fleet Legal Guard specialist personal injury solicitor
- up to £375 of physiotherapy treatment with a local accredited physiotherapist for each injured person
- a like-for-like replacement vehicle if your vehicle is off the road following an accident (includes cars and commercial vehicles up to 18,000 kg)
- access to a confidential legal helpline for any personal legal matter.

What to do if you need to make a claim

Call the Claims Helpline 0800 999 0800 open 24 hours a day, 365 days a year

If, following a road traffic accident which was not entirely your fault, you or your passengers are injured, suffer personal losses or require a replacement vehicle, Ageas Fleet Legal Guard will provide immediate access to a specialist solicitor, physiotherapist and/or replacement vehicle provider.

Before you do anything, please call the Claims Helpline on 0800 999 0800.

Our experienced and friendly staff will discuss the accident details with you and advise whether a claim can be made. If you are uncertain whether you can claim under your Ageas Fleet Legal Guard policy,

please call our Claims Helpline in any event – we will be more than happy to help.

Once you have notified us of your claim, you will be provided with a dedicated claims handler to provide expert advice. Your claim will be dealt with quickly, professionally and with the sympathy you would expect during what can often be a stressful and difficult time.

If you are involved in a road traffic accident, please remember to obtain as many details as possible, including the name and address of anyone who may have witnessed the accident.



Legal Helpline 0845 241 9669

The Legal Helpline is open 24 hours a day, 365 days a year

Ageas Fleet Legal Guard provides a FREE confidential legal helpline should you need advice on any personal legal matter including:

- personal injury and/or uninsured losses
- employment disputes
- contractual disputes
- property issues
- wills and probate.

Claims administration

All claims reported under your Ageas Fleet Legal Guard policy will be administered by:

B4 Claims Limited, 7 Farleigh Court,
Old Weston Road, Flax Bourton,
Bristol BS48 1UR.

What to do if you have a complaint

It is our intention to provide a first class service at all times. If however you experience a problem with any part of our service, we will resolve it as quickly as possible.

What you should do first

- If your complaint is about the way in which your policy was sold to you, contact your insurance adviser to report your complaint.
- If your complaint is about a claim please call our Customer Services Team on 0845 450 2238.

If your problem has still not been resolved

Step 1

If your complaint is about the policy please write to: Customer Service Adviser, Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

If your complaint is about a claim please write to: Customer Service Adviser, B4 Claims Limited, 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol, BS48 1UR.

Step 2

If you are not satisfied with our handling of your complaint you can write to: Mark Cliff, Managing Director, Ageas Insurance Limited, Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Step 3

If you have an annual turnover of less than EUR 2 million and fewer than 10 employees and you are not satisfied with our final decision, you can write to Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR

Following the complaints procedure does not affect your legal rights.

Using this complaints procedure will not affect your legal rights.

Service standards

We will reply to any letter you send us within 2 working days of receiving it. In our letter we will tell you who will be dealing with your complaint and when you should expect a reply.



Financial Services Compensation Scheme

If we cannot meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme. For compulsory insurance, such as third-party motor insurance, you may be entitled to compensation up to 100% of the claim. For all other types of insurance,

such as damage to the vehicle, you may be entitled to compensation up to 90% of the claim.

You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 020 7892 7300.

Contract of Insurance

This policy is a contract between **you** and **us**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any part of it.

In return for **you** paying or agreeing to pay the premium, **we** will provide cover under the terms of this contract of insurance for an **insured incident** that happens during the **period of insurance** and within the **geographical limits**.

English law will apply to this contract of insurance unless **you** and **we** agree otherwise.

Signed for and on behalf of
Ageas Insurance Limited

A handwritten signature in black ink, appearing to read 'Mark Cliff', written in a cursive style.

Mark Cliff
Managing Director.

Definitions

Throughout this policy certain words and phrases are printed in **bold**. These have the meanings set out below.

Geographical limits

- Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and any country which is a member of the European Union.
- Any other country which has agreed to follow Article 7(2) of the EU Directive on Insurance of Civil Liberties arising from the use of motor vehicles (number 72/166/EEC).

Insured incident

A road traffic accident involving the **motor vehicle** that takes place within the **geographical limits** which results in **you** suffering:

- personal injury or death and/or
- uninsured losses.

Legal costs and expenses

Fees and costs **we** or the **solicitor** incur and the costs of any civil proceedings incurred by an opponent for which **you** are liable by order of the court or by agreement with **us**.

Limit of indemnity

The maximum amount **we** will pay for each **insured incident** or series of **insured incidents** which are linked.

Motor vehicle

The motor car, motorcycle or commercial vehicle covered by the motor insurance policy sold in conjunction with this legal insurance policy.

Period of insurance

The length of time that the contract of insurance applies for. This is shown in the schedule attached to the motor insurance policy sold in conjunction with this legal insurance policy.

Solicitor

The solicitor or firm of solicitors or other appropriately qualified person **we** appoint to act for **you**.

We, our, us

Ageas Insurance Limited.

You, your

- the policyholder named in the schedule attached to the motor insurance policy sold in conjunction with this policy.
- any authorised driver or passengers in the **motor vehicle** at the time of a road traffic accident.

Claims for compensation

What is covered

We will pay the costs of pursuing a civil claim for compensation following an **insured incident** that directly results in **you** suffering:

- personal injury or death and/or
- uninsured losses.

The **insured incident** must have taken place within the **period of insurance** and within the **geographical limits**.

The **Limit of Indemnity** of this section is £100,000.

We will pay the cost of an appeal provided that **we** are notified in writing by **you** or the **solicitor** of the intention to appeal no later than six working days before the time for making the appeal expires and that **we** consider there are reasonable prospects of the appeal succeeding.

We will pay for reasonable costs incurred with **our** agreement in attempting to enforce a judgement obtained in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands against a defendant who is resident elsewhere.

What is not covered

- **Legal costs and expenses you** incur before **we** have agreed to them.
- Claims arising from **your** deliberate or criminal act.
- Legal costs, expenses, fines or other penalties **you** are ordered to pay by a criminal court.
- Incidents involving a **motor vehicle** owned or driven by **you** where:
 - **you** or the driver, driving with **your** authority, did not hold a valid driving licence
 - the **motor vehicle** was not covered by a valid test certificate unless it is not a legal requirement to have one
 - the **motor vehicle** was not in a roadworthy condition
 - the **motor vehicle** was being used in a rally, race, competition or trial of any kind.
- Claims arising from clinical negligence, malpractice or allegations thereof.
- Any injury or illness which develops gradually and is not caused by a specific or sudden event.

What is not covered

- Any costs relating to the pursuit of a claim against **us**.
- Any avoidable correspondence or **legal costs and expenses** beyond those for which approval has been granted.
- Any incident or matter arising before the start of the **period of insurance**.
- **We** shall not be liable for **legal costs and expenses** incurred for pursuing a claim following an incident that occurs in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands under the jurisdiction of any court other than in those places.
- **Your legal costs and expenses** if they are only payable if **your** claim is successful.
- Any interim disbursements or fees.

Claims for Physiotherapy

What is covered	What is not covered
<p>We will pay your physiotherapy costs of up to £375 for each injured person if we have agreed to pay them.</p> <p>Provided that:</p> <ul style="list-style-type: none">• The treatment is provided by our appointed physiotherapy provider and• You are pursuing a third party for compensation using one of our solicitors who has referred you to our preferred physiotherapy provider and• The treatment provider has confirmed that treatment is appropriate through an initial telephone screening undertaken by a clinician.	<p>We will not pay for any physiotherapy costs incurred:</p> <ul style="list-style-type: none">• without our permission• after medical opinion has concluded that further treatment will not benefit you in your recovery from the injury• in relation to a condition or injury that is not directly attributable to an insured incident• more than 12 months after the insured incident• whilst you are a day-patient or in-patient:<ul style="list-style-type: none">- Day patient is defined as requiring, for medical reasons, a period of clinically-supervised recovery in hospital or day-patient unit, but not requiring a stay overnight- In-patient is defined as requiring, for medical reasons, a stay in hospital overnight or longer• outside the United Kingdom.

Terms and Conditions

1. Keeping to the terms of the policy

We will only pay claims if **you** have met all the terms of this policy as far as they apply.

2. Cancellation

We can cancel this insurance at any time by giving **you** seven days' written notice to **your** last known address. If **we** do cancel this insurance, where applicable, **we** will refund a proportion of the premium for the rest of the **period of insurance**.

You have 14 days from the receipt of **your** policy booklet to cancel cover subject to **you** having not made any claims under the policy. To exercise **your** right to cancel please contact the person from whom **you** purchased the policy who, where applicable, will also arrange a refund of **your** premium.

3. Notices

Any notices or communication **we** send to **you** about any claims under this policy will be sent to the address of **your solicitor** and will be deemed to have been received by **you**. Any notices or communication **you** or **your**

representatives send to **us** should be sent to Ageas Fleet Legal Guard, 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol BS48 1UR.

4. Claims notification

If **you** wish to claim under this policy **you** must do so within 180 days of the **insured incident** providing a truthful report of the **insured incident**, the details of any witnesses and documentary or other evidence available.

5. Prospects of success

We will only provide indemnity for a claim if **we** consider it has reasonable prospects of succeeding and the cost of pursuing the claim does not exceed the likely compensation award. If **we** do not consider **your** claim has reasonable prospects of success **we** will tell **you** why.

If, having accepted **your** claim **we** consider the prospects of it succeeding to no longer be reasonable **we** may discontinue indemnifying **you** and will tell **you** why.

Terms and Conditions – continued

We may, at **our** discretion, decide to pay **you** an amount equal to **our** reasonable estimate of the value of the claim instead of starting or continuing legal proceedings.

6. Representation

We have the right to take over the conduct of **your** claim in **your** name.

If court proceedings are necessary **we** will nominate a **solicitor** to act for **you**. **You** may nominate **your** own legal representative and unless there are exceptional reasons **why we** will not do so **we** will nominate **your** choice to act on **your** behalf.

If **you** and **we** are unable to agree on the choice of **solicitor** or legal representative it shall be referred to arbitration in accordance with section 11. In nominating a legal representative **you** must bear in mind **your** duty to minimise **your legal costs and expenses**.

Please note: Physiotherapy cover provided under this policy will not be available should **you** appoint **your** own legal representative.

We, at all times during **your** claim, reserve the right to nominate a **solicitor** to safeguard **your** immediate interests.

If for any reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, **our** liability will cease immediately unless **you** agree to the appointment of another **solicitor** to continue with the claim. **We** shall, however, have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.

7. Claims procedure

If **your** claim is for personal losses only and does not exceed the small claims court limit **we** may attempt to negotiate a settlement with **your** prior consent. **You** may not withhold that consent unreasonably.

We are not liable to provide representation at court for claims which do not exceed the small claims court limit. **We** do, however, reserve the right to provide such representation if **we** think it is appropriate.

You shall co-operate with **us** and the **solicitor** at all times and shall keep **us** informed of any developments relating to **your** claim.

We shall have direct access to the **solicitor** at all times. **You** agree that the **solicitor** shall provide **us** with any information **we** require in respect of **your** claim.

You must get **our** written permission before **you**:

- Instruct counsel to appear before a court or tribunal before which a **solicitor** has a right of audience
- Instruct a Queen's Counsel
- Incur unusual expert's fees or disbursements
- Appeal against any judgement.

Neither **you** nor **your solicitor** should make an agreement, undertaking or promise to each other or to any witness which may affect any **legal costs and expenses**.

If **we** request **you** to do so **you** will instruct **your solicitor** to have its **legal costs and expenses** assessed by the court.

8. Offers to settle

You or **your solicitor** must inform **us** immediately in writing of any offer or payment into court made in an attempt to settle **your** claim.

If **you** do not accept an offer or payment into court and the amount of the offer or payment into court is not bettered by the amount **you** eventually recover **we** shall not be liable for further **legal costs and expenses** unless upon being notified of the offer or payment into court **we** agreed to the claim continuing. **We** shall not withhold such agreement unreasonably.

We reserve the right at any time of **your** claim to obtain counsel's opinion on any aspect of **your** claim. If counsel's opinion is that **your** claim does not have reasonable prospects of succeeding or **you** do not have reasonable prospects of recovering more than an offer or payment into court **we** have the right to withdraw indemnity.

Terms and Conditions – continued

9. Withdrawing from the claim

If **you** unreasonably withdraw from a claim without **our** prior agreement **you** will be responsible for all of the **legal costs and expenses** incurred in the claim including any **legal costs and expenses we** have already paid or those **we** consider **we** are obliged to pay as a result of **you** withdrawing from the claim.

You will also be responsible for any physiotherapy costs incurred up to the date of the withdrawal.

10. Recovery

You must take every step to recover in **your** name and for **our** benefit all damages and **legal costs and expenses** that **we** have to pay. All such damages and **legal costs and expenses** that are recovered must be paid to **us**.

11. Arbitration

If **you** and **we** are unable to agree on any aspect of claim handling at **your** written request a legal representative shall be jointly appointed to adjudicate on the dispute. If **you** and **we** are unable to agree on the appointment of a legal representative one shall be appointed by either the president of the Law Society of England and Wales or the Law Society of Scotland as the case may be.

The decision of the legal representative shall be binding on **you** and **us** and all costs incurred in resolving the dispute shall be paid by the person against whom the decision was made.

12. Language

All documents and communications will be received in the English Language.

Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **your** personal information. In this notice, **we** and **us** and **our** means the Ageas Group which includes Ageas Insurance Limited and any holding companies, subsidiaries and other linked companies. **Your** personal information means any information **we** hold about **you** or anyone else in connection with any product or service **we** are providing to **you**.

By taking out this insurance policy, **you** confirm that **we** may use **your** personal information for the purposes explained below. **You** should show this notice to anyone else whose name you give to **us** in connection with **your** insurance policy as it will also apply to them.

How we use your personal information

We will use **your** personal information to manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and providing renewal information to **your** insurance adviser.

We also may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

We will also share **your** information with B4 Group (which includes B4 Insurance Limited, B4 Claims Limited and B4 Marketing Limited) and agents carrying out specialist services for B4 Group (such as hire car suppliers and medical specialists).

We may have to share **your** personal information with other insurers, reinsurers, regulatory authorities or agents providing services on **our** behalf.

We will only release **your** personal information to others if:

- **we** need to do this to manage **your** policy with **us**
- **you** have given permission to receive promotional material
- **we** need to prevent fraud
- **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority) or
- there are any other circumstances where **you** have given **your** permission.

Data Protection Notice – continued

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Sharing information to prevent fraud

We may share **your** personal information with operators of registers used by the insurance industry to check information that is given to **us** and prevent fraudulent claims. These include the Claims and Underwriting Exchange register, run by Insurance Database Services Limited and the Motor Insurance Anti-Fraud and Theft Register and the Motor Insurance Database. **We** may pass information relating to **your** insurance policy and any incident (such as an accident or theft), to these registers.

Dealing with others on your behalf

To help **you** manage **your** insurance policy, **we** will deal with **you** or any other person whom we reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy.

Sensitive information

Some of the personal information that **we** ask **you** to provide is known as sensitive personal data. This will include information relating to health, race, religion and any criminal convictions that **you** or any other person likely to drive have.

We will only use sensitive personal data to manage **your** policy and to provide the services described in **your** policy documents. **Your** sensitive information may be shared with B4 Group as set out above when necessary to provide **you** with those services.

Monitoring and recording calls

We may monitor and record telephone calls to monitor and improve **our** service and to prevent or detect fraud.

Further information

You are entitled to receive a copy of the information **we** hold about **you**. Please contact **our** Data Protection Officer, giving **your** name, address and insurance policy number. **We** are entitled to charge **you** a small administrative fee for this.



Notes

Your Insurance Adviser is



Fleet Legal Guard is administered by
B4 Insurance™ Limited

B4 Insurance™ Limited is part of
B4 Group™ Limited

Office address

7 Farleigh Court, Old Weston Road,
Flax Bourton, Bristol BS48 1UR

Registered address:

Ageas Insurance Limited
Ageas House, Tollgate, Eastleigh,
Hampshire SO53 3YA

Registered number 354568

Email: talkback@ageas.co.uk

Website: www.ageas.co.uk

Ageas Insurance Limited and B4 Insurance™ Limited
are authorised and regulated
by the Financial Services Authority

