

# Legal Advice and Uninsured Loss Recovery

## Definitions

### 1 motoreasy Assistance / We / Us / Our

The uninsured loss recovery and advice service which is operated by Inter Partner Assistance on behalf of **motoreasy**.

### 2 You / Your

The **motoreasy** member or any person authorised by the Insured to drive or be a passenger in the Insured's vehicle.

### 3 Your Vehicle

The vehicle registered for membership under Your **motoreasy** policy, details of which have been provided to **motoreasy** and for which a valid Motor Insurance Policy is in force.

### 4 Legal Costs and Expenses

Fees, expenses and other disbursements reasonably and properly incurred by the Appointed Representative as well as costs incurred by a Third Party in any civil proceedings for which the Insured Person becomes liable by order of a Court or which become payable by agreement with the consent of **motoreasy**.

### 5 Legal Proceedings

The pursuit, with the approval of **motoreasy**, of any civil or arbitration proceedings or appeals arising there from, subject to the jurisdiction of courts within the territorial limits.

### 6 Event

A road accident within the territorial limits which results in:

- a loss of or damage to Your Vehicle or to any property owned either by You or for which You are legally responsible whilst such property is in Your Vehicle.
- b the death of or personal injury to You whilst in, mounting into or dismounting from Your Vehicle.

### 7 Limit of Indemnity

£50,000 which shall be the maximum amount payable in respect of all claims arising from the same original event after totalling all Your legal costs and expenses and Third Party's costs where awarded.

### 8 Appointed Representative

The solicitor or other appropriately qualified representative(s) appointed. Such appointment shall be made by **motoreasy** in your name and on Your behalf.

### 9 Territorial Limits

United Kingdom, Isle of Man, Channel Islands.

## Legal Advice

We will provide to You, through our telephone number, access to our Legal Advisory Service. This service is staffed by qualified legal consultants, which shall mean either an experienced employee of Inter Partner Assistance holding a law degree, or a solicitor, to give legal advice and guidance on any dispute related to the acquisition, use or maintenance of Your Vehicle. The qualified legal consultant is trained to provide straightforward advice on Your best course of action and will recommend the use of professional services when appropriate. All information will be treated as confidential.

# Uninsured Loss Recovery

**motoreasy** will indemnify You for legal costs and expenses incurred in the pursuit of legal proceedings by You to recover uninsured losses or damages and compensation following an Event.

If you are in an accident in the UK and it's not your fault – we will organise a hire car and pursue any claims for non-insured items that are broken, damaged or lost, on your behalf. Examples are personal injury, any applicable vehicle insurance policy excess, loss of earnings and “out of pocket” expenses.

## Conditions applying to Legal Advice and ULR

### 1 Control of Proceedings

- a You shall give all information and assistance as required to the Appointed Representative.
- b You shall instruct the Appointed Representative to supply to **motoreasy** any information, report, document or advice as it may reasonably require.
- c You must advise **motoreasy** of any offer of settlement received as soon as possible and We may withdraw consent if such an offer is unreasonably refused.
- d You must take all reasonable steps to recover legal expenses if awarded costs.

### 2 Consent

The consent of **motoreasy** must be obtained before the pursuit of any claims or legal proceedings are commenced. If **motoreasy** consider that the pursuit or continued pursuit of any claim or legal proceedings has no reasonable prospect of success **motoreasy** may refuse or withdraw consent. If consent is given but subsequently withdrawn, We will pay legal costs and expenses incurred prior to the date of withdrawal. If You successfully pursue any claim or legal proceedings for which **motoreasy** has refused to give consent to pay legal costs and expenses, We will subsequently pay such legal expenses in the terms of this Policy as if Our consent had been given in the first instance.

### 3 Communications

All correspondence sent by **motoreasy** shall be deemed to have been received if posted to Your last known address.

### 4 Representation

Where legal proceedings are required We will nominate a person or firm to act for You.

- a Having nominated a representative for You, You shall have regard to the common law duty to minimise the cost of any claim or legal proceedings.
- b **motoreasy** reserve the right through its agents or solicitors to make Our own investigations into the case and to attempt to settle the dispute.
- c Prior to You appointing a representative **motoreasy** may elect to appoint one on Your behalf to protect Your interest

### 5 Arbitration

Any dispute or difference between the parties in connection with this Policy shall be settled under the procedures laid down by the Chartered Institute of Arbitrators in the Personal Insurance Arbitration Services Rules (1991 edition).

## Exclusions applying to Legal Advice and ULR

**motoreasy** will not indemnify you in respect of:

- 1 Any event which occurred before the inception of this Policy.
- 2 Any event reported to **motoreasy** more than six months after its occurrence.
- 3 The expenses of any expert witness unless prior written approval has been received from **motoreasy**.
- 4 Legal costs and expenses
  - a incurred prior to the issue of written consent of **motoreasy**;
  - b by You against the Driver or another occupant of Your Vehicle at the time of the Event.
- 5 The failure to give proper instructions in due time to the Appointed Representative.
- 6 Any delay by You which in the opinion of **motoreasy** is prejudicial to the conduct of the legal proceedings.
- 7 Any matter in respect of which You are, or would but for the existence of this insurance be, entitled to indemnity under any other policy or certificate of insurance.
- 8 Any legal costs and expenses incurred in the pursuit of legal proceedings where You withdraw from a claim without the prior consent of **motoreasy** and You shall be responsible for any additional Legal Costs and Expenses incurred in such withdrawal.
- 9 Any Legal Costs and Expenses incurred arising out of an event where the Vehicle is not being used in accordance with the terms and conditions of Your Vehicle's Motor Insurance Policy.

## Lifestyle Services

Operated on behalf of **motoreasy** by Inter Partner Assistance.

### Restaurant Referral / Booking Service

Upon request from a **motoreasy** member We will provide a list of restaurants based on location and/or cuisine. We will provide additional details if available, such as hours of operation, dress code, acceptable form of payment, average price, type of cuisine / menu as well as ranking or grading from locally recognised cuisine guides. We will not make any recommendation and will have no responsibility in the event of discrepancies between the available information and the opinion of the **motoreasy** member. In addition, if requested by the **motoreasy** member, We will make a booking in a restaurant chosen by the **motoreasy** member using the member's credit or debit card and will inform the **motoreasy** member of the cancellation policy of such restaurant. We will use Our best efforts to obtain the requested reservation but will bear no responsibility in the event the reservation cannot be completed for reasons beyond Our control. The **motoreasy** member will be solely responsible for cancellation and changes and will bear the applicable cost or charges, if any.

### Flowers, Luxury Chocolates and Wine Delivery

Upon request from a **motoreasy** member, We will make necessary arrangements to locate, subject to availability, and have delivered to the address given by the **motoreasy** member, the following items: flowers, luxury chocolates or wine. Payment of the item will be made directly by the **motoreasy** member to the provider of the item, who will have sole responsibility regarding conformity and post-sale service.

## Event Ticket Assistance

Upon request from a **motoreasy** member, We will use our best efforts to find a ticket to a theatre, show, play, sport event or a sold-out event that the **motoreasy** member wishes to attend. Tickets to sold-out events are usually obtained through ticket brokers at a premium and often are non-refundable. We will inform the **motoreasy** member of the price and attached conditions, and the payment for any ticket will be made directly by the **motoreasy** member to the provider, who will have sole responsibility about conformity and post-sale service.

## Golf Course Referrals and Reservations

Upon request from a **motoreasy** member, We will give information to the **motoreasy** member about golf courses: location, address, telephone number, par, tee times, green fees and other common information. If the golf course allows non-members access, We will, upon request from the **motoreasy** member and subject to availability, reserve a tee time on his/her behalf. The **motoreasy** member will pay all charges, including cancellation fees.

## Route Planning

Upon request from a **motoreasy** member, We will provide a route planning service for travel within the mainland of the UK. This service does not take into account roadworks or diversions, which may be in place at the date of travel. We do not accept any responsibility for delays or other inconvenience which may arise out of use of the route provided.