

Your Policy Document

LEGAL EXPENSES INSURANCE

Introduction

COMPLIMENTARY LEGAL EXPENSES POLICY

This legal expenses policy has been included by BeMoto as an additional benefit of your underlying motorcycle insurance policy for no additional premium (it cannot be cancelled without cancelling your underlying motorcycle 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 & conditions, this policy provides cover for your legal expenses incurred in pursuing your claim.

And... If you use our preferred legal professionals you get to keep at least 85% of any damages you are awarded; unlike some other policies in the market, there are no up-front fees for pursuing a valid claim and many legal professionals require you to sign-away 25% percent of any damages you might be awarded.

WHAT ARE UNINSURED LOSSES?

These are losses which you, a named rider or your pillion or sidecar 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 motorcycle insurance policy excess, loss of earnings, compensation for replacement motorcycle (or car) hire charges.

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

HOW DO I MAKE A CLAIM?

You must notify us within 180 days of any circumstances which may give rise to a claim under this policy or within 10 days of receiving a written notice of intended prosecution for a motoring offence, otherwise the insurer may decline to pay your claim.

All potential claims must initially be reported to the insurer's claims line (open 24-hours): **01733 907009**

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

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 our preferred legal professional to act on your behalf.

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.

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Definitions

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

BeMoto, We, Us, Our

BeMoto is a trading name of Moto Broking Limited registered in England and Wales, company Number 09676058 Registered office: Ruthlyn House, 90 Lincoln Road, Peterborough, PE1 2SP. Moto Broking Limited is authorised and regulated by the Financial Conduct Authority (FCA registration number 715903).

Certificate of Motor Insurance

The document that proves **you** have the insurance **you** need by law. The certificate shows who can ride the **insured motorcycle**, what **you** can use it for and whether **you** are allowed to ride other motorcycles. It is proof that **you** can use the **insured motorcycle** on a road or other public place as required by the Road Traffic Acts.

Claims Limit

£100,000 is the maximum **the insurer** will pay for any single claim and the total amount payable within the **period of cover** stated on **your Policy Schedule**.

Court

Means a court or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands).

Geographic Limits

- a. England, Scotland, Wales, the Channel Islands, Isle of Man, Northern Ireland; and
- b. Any country which is a member of the European Union and in any country which the Commission of the European Communities is satisfied has made arrangements to meet Article 8 of EC Directive number 2009/103/EC on insuring civil liabilities arising from using a motor vehicle. **You** can find more information on the countries that follow the above EU Directive by visiting www.cobx.org

Insured Motorcycle(s)

The motorcycle(s) declared to **us** shown in **your Policy Schedule** issued by **BeMoto** for the underlying motorcycle insurance policy and described on **your Certificate of Motor Insurance** (including any sidecar or trailer being legally towed).

Insured Person

The policyholder, any other named riders stated on **your Policy Schedule** issued by **BeMoto** and any passenger(s), including pillion and sidecar passengers.

Legal Expenses

Legal fees and costs properly incurred by a **legal professional**, with **the insurers** prior written authority, including costs incurred by another party for which **you** are made liable by **Court** Order or may pay with **the insurers** consent within the relevant **geographic limits** relating to an **uninsured loss event** or motoring offence.

Legal Proceedings

Formal legal proceedings issued against an opponent in a **court** of law.

Legal Professional

The appropriately qualified lawyer or legal representative appointed and approved by **the insurer** to act for the **insured person** under the terms of this **legal expenses** policy.

Motor Prosecution

A prosecution brought against an **insured person** as a result of a motoring offence in connection with the use or ownership of the **insured motorcycle**, where **you** are facing suspension or disqualification of **your** driving licence.

Period of Cover

The length of time stated on **your Policy Schedule** for which **your** underlying motorcycle insurance policy is valid.

Policy Schedule

The document issued by **BeMoto** for the underlying motorcycle insurance policy that contains details of **you** and any named riders, the **insured motorcycle(s)** and the insurance cover provided to **you**.

Policyholder, You, Your

The person declared as the policyholder on **your Certificate of Motor Insurance**.

Prospects of Success

The reasonable prospects, which are considered to be a 51% or better chance of making a successful recovery of the **uninsured losses** from the third party and where the settlement of the **uninsured loss claim** is expected to be greater than the **legal expenses**, or, for **motor prosecution** defence, securing a not guilty verdict

Standard Legal Expenses

The level of **legal expenses** that would normally be charged by a **legal professional** of **the insurer's** choice.

The Insurer

This insurance policy has been arranged by Soter Professional Services Limited with Vantage Protect Ltd and is provided by ARAG plc who is a coverholder of the insurer, ARAG Allgemeine Versicherungs-AG Branch UK.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG Allgemeine Versicherungs-AG Branch United Kingdom is authorised and regulated by BAFin (firm reference number VU5455) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm reference number 722744.

Soter Professional Services (Firm Reference No. 570538), Vantage Protect Ltd (Firm Reference No. 460886) and ARAG plc (Firm Reference No. 452369) are all authorised and regulated by the Financial Conduct Authority. This can be checked by visiting the FCA website at www.fca.org.uk/register

Uninsured Loss(es)

Any loss sustained by **you** arising out of an **uninsured loss event** where the loss is recoverable from the insurers of the third party.

Uninsured Loss Claim

Means a civil claim for damages for any **uninsured losses** arising out of an **uninsured loss event**.

Uninsured Loss Event

A road traffic accident occurring within the **period of cover** and **geographic limits** arising from the negligence of a third party.

Important Legal Information

YOUR RESPONSIBILITIES

Under the Consumer Insurance (Disclosure and Representations) Act 2012, if **you** do not provide complete and accurate answers to questions asked by **us**, **we** or **the insurer** may cancel **your** policy or **the insurer** may void **your** policy and **the insurer** may impose an additional premium along with additional policy terms. This may result in **the insurer** rejecting or only paying in part claims **you** make. **We** may also charge an administration fee to make any changes.

Please make sure that **you** read **your** documents thoroughly and ensure that any information that **you** have provided to **us** is accurate, true and correct. The details **you** have provided to **us** are shown in **your** Statement of Fact document.

If any of the information shown on **your** documents is not accurate then please call **us** immediately.

CONTRACT

This **legal expenses** policy is a legal contract between **you** and **the insurer**. It has been included by **BeMoto** as an additional benefit of **your** underlying motorcycle insurance policy for no additional premium; it cannot be cancelled without cancelling the underlying motorcycle insurance policy. If **you** cancel **your** underlying motorcycle insurance policy this **legal expenses** policy will automatically cancel at the same time.

If the details **you** have given us on the Statement of Fact document are correct and up to date, as well as all payments due (part payments or monthly instalments must be up to date), **the insurer** will provide **you** with the insurance cover. It is important that **you** read all documents as they contain useful and important information about **your** policy.

You must keep to **our** Terms of Business (available on **our** website), or **we** may cancel **your** policy.

CONTRACTS (RIGHTS OF THIRD PARTIES ACT)

No person, company or business who is not named on **your** policy shall have any rights to enforce any terms or conditions of **your** policy. This will not affect any other rights that person, company or business has apart from under this Act.

CHOICE OF LAW

This **legal expenses** policy will be governed by and managed in line with the law of England and Wales unless **you** live in Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law of that country will apply. This is unless **you** and **the insurer** agree otherwise.

USE OF LANGUAGE

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in English.

USE

This **legal expenses** policy only covers **your motorcycle** if it is being used in the way specified in **your Certificate of Motor Insurance** and **your Policy Schedule**. The insurance cover is for private individuals only.

This policy does not cover **you**, if **your motorcycle** is used in connection with any of the following:

- the motor trade (other than when a member of the motor trade either repairs or services the **insured motorcycle**);
- hiring out **your** motorcycle for money;
- carriage of passengers or goods for hire or reward;
- racing, trials, pacemaking or being in any contest or speed trial; and
- riding on any race track or circuit including the Nurburgring Nordschliefe.

Cover

Subject to the terms of this policy, **the insurer** will pay the **insured person's legal expenses** up to the **claims limit** against **legal expenses** relating to an **uninsured loss claim** or **motor prosecution** defence within the relevant **geographic limits**.

- All claims are subject to **the insurer's** assessment of its **prospects of success**; and
- Where riding in **geographic limits (b)** the trip must be temporary and not last longer than 90 (ninety) days.

If the **insured person** wishes to appoint their own solicitor they must notify **the insurer** in writing and provide details of the chosen firm and the individual solicitor. **The insurer** will obtain written confirmation of the chosen solicitors qualifications and expertise.

The chosen solicitor must first sign **the insurers** terms and conditions to become a panel member; they must follow the terms and conditions of this **legal expenses** policy and they will be under a duty to minimise costs. The **insured person** must not change the chosen solicitor without **the insurers** prior written consent.

SECTION 1

UNINSURED LOSS RECOVERY

You must notify **the insurer** within 180 (one hundred and eighty) days of an **uninsured loss event**.

WHAT IS COVERED

Legal expenses incurred to recover **uninsured losses** after an **uninsured loss event**, which results in:

- a. Loss or damage to the **insured motorcycle**;
- b. Loss or damage to any personal possessions whilst on or attached to the **insured motorcycle**; or
- c. Any other **uninsured losses**.

Where **the insurer** considers that the cost to handle an **uninsured loss claim** is greater than the amount in dispute, **the insurer** may at their discretion opt to pay the amount in dispute, which will then end the claim under this policy.

If any costs are awarded (not damages) at conclusion of the **uninsured loss claim**, these must be paid to **the insurer**.

WHAT IS NOT COVERED

1. Any injury or illness not caused by a sudden or specific accident;
2. Claims arising from a stress or psychological related condition.

SECTION 2

MOTOR PROSECUTION DEFENCE

You must notify **the insurer** within 10 (ten) days of receiving a written notice of intended prosecution or as soon as reasonably possible if the **insured person** is notified of prosecution in any other way.

WHAT IS COVERED

Legal expenses incurred to defend a **motor prosecution** as defined on page 7.

LEGAL HELPLINE

If the **insured person** requires legal advice relating to a motoring issue please call the legal helpline.

The helpline can only offer advice relating to motoring legal problems arising within **geographic limits (a)**.

The legal helpline cannot give advice on the admissibility of any claim under this **legal expenses** policy.

No responsibility will be accepted if the legal helpline services fail for reasons outside of **the insurer's** control.

General Conditions

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

If **you** do not meet the terms and conditions of **your** policy, it could make the cover invalid or mean **the insurer** may refuse to pay **your** claim or only pay part of it.

CLAIMS NOTIFICATION

- **You** must notify **the insurer** within 180 (one hundred and eighty) days of an **uninsured loss event**.
- **You** must notify **the insurer** within 10 (ten) days of receiving a written notice of intended prosecution or as soon as reasonably possible if the **insured person** is notified of prosecution in any other way.

CONDUCT OF CLAIMS

1. The **insured person** will co-operate with **the insurer** and promptly supply to the **legal professional** any evidence, documents and information relating to the claim or any material developments.
2. The **insured person** will attend meetings with the **legal professional** when requested to do so, at their own expense.
3. The **insured person** will give any instructions needed to the **legal professional** to permit **the insurer** direct access to the **legal professional** and to receive directly from the **legal professional** copies of any documents, advice, correspondence or information relating to the claim.
4. The **insured person** will notify **the insurer** immediately of any offer of settlement and must not accept or decline any offer of settlement without **the insurers** prior written approval.
5. The **insured person** will not promise or give any undertakings to the **legal professional** or any **court**, witness, expert or agent without **the insurers** prior written agreement.

ARBITRATION

Where **the insurer** has accepted a claim and there is a disagreement over the **legal expenses**, the dispute may be referred to an arbitrator at any time to be agreed between the **insured person** and **the insurer** in accordance with the law. When this happens, a decision must be made before any legal action can be taken against **the insurer**.

General Exclusions

The exclusions below apply to the whole of your policy

WHAT IS NOT COVERED

The insurer will not pay for:

1. any **legal expenses** relating to any:
 - a. claims for death or injury to an **insured person** whilst riding, mounting or dismounting the **insured motorcycle**;
 - b. **uninsured loss event** or motoring offence that occurred prior to the **period of cover**;
 - c. **uninsured loss event** or motoring offence that occurred within **geographic limits (b)** where the **insured motorcycle** was outside of the United Kingdom for more than 90 days in any single trip;
 - d. **uninsured loss event** or motoring offence that occurred outside of the **geographic limits**;
 - e. **uninsured loss claims** or **motor prosecutions** arising from riding whilst under the influence of alcohol or drugs;
 - f. claim if an **insured person** did not hold an appropriate driving licence or certificate of Compulsory Basic Training (CBT) at the time of the **uninsured loss event** or motoring offence;
 - g. claim where the motorcycle being ridden by the **insured person** did not have a valid road fund licence or MOT certificate (if required), or it was not in a roadworthy condition at the time of the **uninsured loss event** or motoring offence;
 - h. **uninsured loss claim** or **motoring prosecution** where **you** (the Policyholder) are using someone else's motorcycle, unless **your** underlying motorcycle insurance policy clearly states on **your Policy Schedule** that you have the cover extension for 'riding other bikes';
 - i. **uninsured loss claim** or **motoring prosecution** where an **insured person** (not being the Policyholder) is using **your insured motorcycle** under a 'riding other bikes' extension to their motorcycle insurance policy;
 - j. **uninsured loss claim** where **your** motorcycle insurer is entitled to void **your** underlying motorcycle insurance policy or refuses settlement of **your** motorcycle insurance claim;
 - k. **uninsured loss claims** made by an **insured person** against any passenger on the **insured motorcycle** (whether pillion or sidecar);
 - l. **uninsured loss claims** for passengers where there is a conflict of interest with **you** or a named rider on the underlying motorcycle insurance policy;
 - m. alleged dishonesty, deliberate and wilful acts, omissions or misrepresentation;
2. any **legal expenses** if:
 - a. in **the insurer's** reasonable opinion it is unlikely that a settlement will exceed the **legal expenses** likely to be incurred in pursuing an **uninsured loss claim**;
 - b. **the insurer** does not consider the claim to have **prospects of success**;
 - c. **the insurer** has not agreed to the **legal professional** or **legal expenses**;
 - d. the **insured person** fails to give proper instructions in due time to **the insurer** or **legal professional**;
 - e. the **insured person** is responsible for anything which in **the insurer's** opinion prejudices the **uninsured loss claim** or **motoring prosecution** defence;
 - f. the **insured person** withdraws from **legal proceedings**, obstructs or fails to respond to the **legal professional**, or the **legal professional** refuses to continue representing them;
 - g. the **insured person** decides that they no longer wish to pursue the **uninsured loss claim**;
 - h. an **uninsured loss claim** or **motoring prosecution** defence is conducted by **you** in conflict with the advice or reasonable instructions of **the insurer** or the **legal professional**;
 - i. those **legal expenses** would be covered by any other insurance policy (other than any **legal expenses** incurred in excess of the amount which would be payable under such insurance had this policy not been effected);
3. the costs of hiring a replacement motorcycle or car without **the insurers** prior written approval;
4. any **legal expenses** over and above **the insurer's standard legal expenses** where the **insured person** has chosen to use their own **legal professional**;
5. any damages, fines or other penalties the **insured person** is ordered to pay by a **court**;
6. any appeal unless **the insurer** is notified in writing of the wish to appeal at least 7 (seven) working days before the appeal expiry date given and **the insurer** reasonably considers the appeal to have **prospects of success**;

7. a dispute which relates to any compensation or amount payable under a contract of insurance;
8. a dispute with **the insurer** where the arbitration process has not been followed;
9. travelling expenses, subsistence allowance or compensation for absence from work relating to an **insured person's uninsured loss claim or motoring prosecution**;
10. **legal expenses** incurred where the **insured person** is aware of a circumstance that may give rise to a claim when purchasing this insurance;
11. an application for judicial review;
12. any **legal expenses** incurred in defending or pursuing new areas of law or test cases;
13. any matter in respect of which an **insured person** is entitled to Legal Aid where **the insurer's** liability shall be limited to the sum equal to any assessed income based contribution payable by the **insured person** towards **legal expenses** incurred under the Crown Court Means Testing scheme where this applies;
14. any claim where an **insured person** (not being the Policyholder) is driving under a 'driving other vehicles' extension to their motor insurance policy;
15. any claim arising from a contractual relationship.
16. any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
17. any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
18. any direct or indirect consequence of:
 - a. irradiation, or contamination by nuclear material; or
 - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c. any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
19. any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
 - a. For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form usable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
 - b. For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Complaints

PROMISE OF SERVICE

We aim to provide the highest standard of service to every customer, but **we** recognise that things do go wrong occasionally. If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right. **We** take all complaints seriously and **we** aim to resolve problems quickly.

We will record and analyse **your** comments to make sure **we** continually improve the service **we** offer.

WHAT TO DO IF YOU ARE UNHAPPY AND WISH TO MAKE A COMPLAINT

It is **our** intention to give **you** the best possible service but if **you** do have questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

For complaints regarding the sale of **your** policy, please contact **BeMoto** who arranged this insurance for **you**. They can be contacted at:

BeMoto

PO Box 1338
Peterborough
PE1 9RU
Tel: 01733 907000
Email: complaints@bemoto.uk

If **your** complaint cannot be resolved by the end of the third working day, **BeMoto** will pass it to:

ARAG plc
9 Whiteladies Road
Clifton
Bristol
BS8 1NN
Tel: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays.)
Email: customerrelations@arag.co.uk

For our mutual protection and training purposes, calls may be recorded.

For complaints regarding a claim under Section 1 Uninsured Loss Recovery & Personal Injury or Section 2 Motor Prosecution Defence of **your** policy, please contact:

The Nominated Complaints Handler
Vantage Protect Ltd
Windsor House, Troon Way Business Centre, Humberstone Lane
Thurmaston, Leics
LE4 9HA
Tel: 01455 852050
Email: feedback@vantageprotect.com

If it is not possible to reach an agreement, **you** have the right to make a complaint to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million.

Most complaints can be resolved quickly, but occasionally more detailed enquiries are needed. If this is likely, **we** will keep **you** updated on **our** progress and estimated date of resolution.

If after eight weeks of making **your** complaint, **we** are still not in a position to issue **you** with a final response, **we** will send **you** a letter explaining the reason for the delay and advise **you** of **your** right to complain to the Financial Ombudsman Service (FOS).

If **you** remain dissatisfied after **our** final written response, **you** may refer **your** case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service. Their address is Exchange Tower, London, E14 9SR and their telephone number is 0800 023 4567 or if calling from a mobile or a non BT line then the telephone number is 0300 123 9123. Or simply log on to their website at www.financial-ombudsman.org.uk

Whilst **we** are bound by the decision of the Financial Ombudsman Service, **you** are not. Please note that the Financial Ombudsman Service will only deal with **your** complaint if **you** have already given **us** and **the insurer** the opportunity to resolve it.

Following the complaints procedure does not affect **your** right to take legal action.

COMPENSATION SCHEME

If **the insurer** cannot meet their obligations, You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

General Data Protection Regulation

A SUMMARY OF HOW WE USE YOUR PERSONAL INFORMATION

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, PE6 0QE 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, PE6 0QE or email **us** at: helpme@bemoto.uk

You can contact **us** about data protection at: Data Protection Officer, BeMoto, PO Box 1338, Peterborough, PE6 0QE or email **us** at: dpo@bemoto.uk

THE INSURER'S PRIVACY STATEMENT NOTICE

For a full list of privacy rights and how **the insurer** collects, uses, shares and stores personal information, please see **the insurer's** website www.arag.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 907000.

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