

Welcome to MotorCycle Direct Legal Expenses Cover

Thank you for purchasing this policy. This booklet contains information about your MotorCycle Direct Legal Expenses Cover, how to claim and also how you can contact us. Make sure you keep this safe if you have received this by post. If you have received this electronically save this booklet to a safe and secure location.

A handwritten signature in black ink, appearing to read 'Andy Powell', is written over a thin horizontal line.

Andy Powell
Managing Director MotorCycle Direct

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Legal Expenses Cover

This policy is underwritten by DAS Legal Expenses Insurance Company Limited and is not transferable.
DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
Registered in England and Wales, number 103274. Website: www.das.co.uk DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Important Information

This policy is designed to help **you** if the accident was not **your** fault and;

- **you** have suffered an injury; or
- **your insured motorcycle** cannot be ridden; or
- **you** have incurred **uninsured losses**; or
- **you** are seeking compensation for damage to **your** belongings.

Your Claim

Telephone **us** on **0344 800 0988** as soon as possible after **your** accident to speak with one of **our** dedicated Customer Claims handlers.

How We Can Help You

Once **we** have accepted **your** claim, **we** aim to recover **your uninsured losses** from the other person who caused the accident. **Uninsured losses** could include the cost of repairing or replacing **your insured motorcycle**, **your** motor insurance policy **excess**, compensation following injury or other out-of-pocket expenses. **We** normally recover **your uninsured losses** through **our** Motor Claims Centre but sometimes **we** use appointed lawyers. Claims outside the UK may be dealt with by other DAS offices elsewhere in Europe. Where the driver at fault is uninsured or cannot be traced, **we** will assist **you** in making a claim to the Motor Insurers' Bureau.

When We Cannot Help

We will not be able to help **you** if **we** think there is little chance of recovering **your uninsured losses**. Please do not ask for help from a lawyer before **we** have agreed. If **you** do, **we** will not pay the costs involved.

How to Make a Complaint

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address shown below.

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Or **you** can telephone **us** on 0344 893 9013 or email **us** at customerrelations@das.co.uk. Details of **our** internal complaint-handling procedures are available on request. If **your** complaint relates to the motor policy then please refer to **your** MotorCycle Direct policy booklet. If **you** are still not happy, **you** can contact the Insurance Division of the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR. **You** can also contact them on: 0800 023 4567 or 0300 123 9123. Calls to 0800 numbers are free from both residential landlines and mobile phones. Calls to 0300 numbers cost no more than calls from 01 or 02 numbers. Website: www.financial-ombudsman.org.uk. Using this service does not affect **your** right to take legal action.

Data protection

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy. To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries or insurance companies. To give **you** legal advice, **we** may have to send information outside the European Economic Area. In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent. For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our** Head Office address above.

Definitions

1. We, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

2. You, your

The person who has taken out this policy.

3. Insured person

You, and any passenger or rider who is on the **insured motorcycle** with **your** permission at the time of the insured incident. Anyone claiming under this policy must have **your** agreement to claim.

4. Period of insurance

The period for which **we** have agreed to cover **you** and for which **you** have paid the premium.

5. Insured motorcycle

The motorcycle specified in the motorcycle insurance policy issued with this policy. It also includes any trailer attached to this motorcycle.

6. Appointed representative

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

7. Preferred law firm

A law firm or barristers' chambers **we** choose 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 **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

8. DAS Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the claim, which could include a conditional fee agreement (no-win, no-fee).

9. Costs and expenses

(a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** 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 **our** agreement.

10. Territorial limit

The territorial limit as outlined in **your** motorcycle policy booklet and on **your** certificate of motor insurance.

11. 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%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.

12. Uninsured losses

Losses which an **insured person** has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance to which this policy attaches.

Agreement

We agree to provide the insurance described in this section, in return for the payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the insured incident happens during the **period of insurance**
3. any legal proceedings will be dealt with by a court or other body which **we** agree to within the **territorial limit**, and
4. the insured incident happens within the **territorial limit** and **EU**.
5. This policy is only valid if the primary motorcycle policy is in force and has not been cancelled.

What we will pay	What we will not pay
<p>We will pay an appointed representative, on behalf of an insured person, costs and expenses incurred to recover uninsured losses after an event which causes:</p> <p>(a) damage to the insured motorcycle or to any property belonging to an insured person in or on the insured motorcycle; and/or (b) death or bodily injury to an insured person whilst travelling in or on the insured motorcycle.</p> <p>Provided that:</p> <p>(i) the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000</p> <p>(ii) the most we will pay an appointed representative is the amount we would pay a preferred law firm. The amount we will pay an appointed representative, which may vary from time to time, is currently £100 per hour.</p> <p>(iii) in respect of an appeal or the defence of an appeal, the insured person must tell us within the time limits allowed that they want to appeal. Before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist</p> <p>(iv) 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 we will pay in costs and expenses is the value of the likely award.</p>	<p>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 of the DAS Standard Terms of Appointment and these will not be paid by us.</p> <p>Any claim where the primary motorcycle policy has been cancelled and where a claim occurs after the cancellation or where the policy has been made void or the claim repudiated.</p>

For the following assistance service only, you will be responsible for paying the costs for the help provided.

If your bike cannot be ridden after an accident

We can arrange for a garage to transport it to a place **you** choose. **You** will have to pay the transportation costs, so remember that most motor insurers only give cover for transporting to a nearby garage. However, if the accident was not **your** fault, **we** can usually recover the transportation costs as part of **your** claim for **uninsured losses**.

To obtain assistance from our helpline service please phone 0117 934 0552.

Exceptions

1. A claim where the **insured person** has failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
2. **Costs and expenses** incurred before **our** acceptance of a claim.
3. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
4. Any claim relating to a contract involving the **insured motorcycle**.
5. The **insured motorcycle** being used by anyone who does not have valid motor insurance.
6. A dispute with **us** not otherwise dealt with under condition 8 of this section.
7. Any legal action an **insured person** takes that **we** or the **appointed representative** have not agreed to or where an **insured person** does anything that hinders **us** or the **appointed representative**.
8. **Costs and expenses** arising from or relating to judicial review, coroner's inquest, or fatal accident inquiry.
9. Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - war, invasion, 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.
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
10. Any claim where the **insured person** is not represented by a law firm or barrister.

Conditions Applicable to this Section

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

(a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** or in-house lawyer 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** or **our** in-house lawyer 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 their **appointed representative**.

(c) If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **we** 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 **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay an **appointed representative**, which may vary from time to time, is currently £100 per hour.

(d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

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

(a) An **insured person** must co-operate fully with **us** and the **appointed representative**.

(b) An **insured person** must give the **appointed representative** any instructions that **we** ask them to.

3. Offers to settle a claim

(a) An **insured person** must tell **us** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **our** written consent.

(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.

(c) **We** 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 **us** to take over and pursue or settle any claim in their name. The **insured person** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and the **insured person** must give **us** all the information and help **we** need to do so.

(d) Where settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

4. Assessing and Recovering Costs

(a) An **insured person** must instruct the **appointed representative** to have legal costs taxed, assessed and audited if **we** ask for this.

(b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** 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 **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6. Withdrawing cover

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

7. Expert Opinion

We may require the **insured person** to get, at their own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** 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 **we** have agreed to) or make a successful defence.

8. Arbitration

If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, the **insured person** can contact the Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

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 **we** ask for, in writing (including email), and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10. Cancelling the policy

This insurance runs concurrently with **your** Motorcycle Insurance Policy. In the event of cancellation or non-renewal of **your** Motorcycle Insurance Policy, all cover under this insurance will cease. **We** may cancel the insurance by giving you a minimum of 7 days' notice, this written notice will be to **your** last known postal or e-mail address, in line with **your** previously confirmed preference to receive policy documentation. No refunds are due outside of the cooling off period.

You can cancel this policy by telling **MotorCycle Direct** within 14 days of taking it out and **your** premium will be refunded if **you** have not claimed on the policy. No refund are due if **you** cancel the policy outside of this 14 day period.

11. Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the start date or from the date of the claim, or alleged claim, or **we** 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 to MotorCycle Direct in support of a claim.

12. Claims made under this policy by a third party

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

13. Other insurances

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

14. Law that applies

This section 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.

Helpline Services

An **insured person** can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call the **insured person** back depending on their enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us** **your** policy number or the name of the scheme **you** are in. Please do not phone **us** to report a general insurance claim.

Legal Advice Service

We will provide an **insured person** with confidential advice over the phone on any personal legal issue, under the laws of 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 you call outside these times, a message will be taken and a return call arranged within the operating hours.

Tax Advice Service

We offer confidential advice over the phone on personal tax matters in the UK.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Health and Medical Information Service

We will give an **insured person** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in an **insured person's** area, including local NHS dentists.

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours. To obtain assistance from one of the helpline services listed above phone 0117 934 0552.

Counselling

We will provide an **insured person** with a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. The **insured person** will pay any costs for using the services to which **we** refer them.

This helpline is open 24 hours a day, seven days a week. To contact the counselling helpline phone 0117 934 2121. We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control.

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