

**DUCATI INSURANCE ACCIDENT ASSIST
MOTOR LEGAL EXPENSES INSURANCE
MASTER CERTIFICATE NUMBER DUCATI / 6 / 2009**

This Motor Legal Expenses Insurance policy has been arranged by Ducati Insurance through Lexelle Limited and UK Underwriting Limited on behalf of Fortis Insurance Limited, Registered in England No. 354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Lexelle Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234

A **Free Legal Advice** line is offered through , so for advice on accidents whilst motoring please telephone **0800 0733095** quoting:
Master Certificate Number DUCATI / 6 / 2009

In return for the payment by the **Insured** of the premium payable for this policy of insurance **We** will provide before the event legal expenses insurance on the terms set out below.

1. Definitions

Authorised Representative (s)	A solicitor, counsel, claims handler or mediator or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent You or an Insured persons interests
Civil claim	A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made
Condition	An obligation which You must perform. If a Condition is not performed by You We will not be under any liability to pay You anything under the terms of this policy
Defendant's costs	Legal costs and expenses the Insured or Insured person may become liable to pay to another party in making a Civil claim covered by this policy against that other party
Free Legal Advice	Initial advice over the telephone as to whether or not You have Reasonable prospects of success in respect of an accident. Limited to two inbound telephone calls of a total duration not lasting more than 15 minutes
Insured (s)	The person named in the schedule to this policy
Insurer	UK Underwriting Limited on behalf of Fortis Insurance Limited
Insured person (s)	Any authorised driver or occupant of the insured vehicle including the passenger
Insured vehicle (s)	The vehicles identified as the Insured vehicle (s) in the schedule to this policy or any other vehicle which We may, after receiving a written request from You , accept in substitution for that vehicle
Legal advice	Advice given by an Authorised Representatives
Legal proceedings	A claim for damages or compensation pursued in a court of law within the United Kingdom of Great Britain and Northern Ireland
Maximum amount	The total amount stated in the schedule to this policy that We will be liable to pay in aggregate for Professional Fees and Defendant's costs for any and, if more than one, all claims made under this policy
Period of cover	The period stated in the schedule to this policy
Professional Fees	Legal fees and costs reasonably and properly incurred by the Authorised Representative , with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of Your claim
Reasonable prospect of success	A prospect in excess of 50% of obtaining the payment of damages or compensation from another party
Small claim (s)	A claim for damages or compensation which is or may if Legal proceedings are issued be allocated to the Small claims jurisdiction of the courts of the United Kingdom of Great Britain and Northern Ireland
We, Our, Us	Lexelle Ltd as agents for the Insurer
You, Your	The person named as the Insured in the schedule to this policy or an Insured person
Your claim	A claim by You falling within cover section 2 below

2. Cover

2.1. Free Legal Advice

Simply telephone **0800 0733095** quoting **Master Certificate Number DUCATI / 6 / 2009** for **Free Legal Advice** on accidents whilst motoring

Save as excluded below **We** will pay as follows: -

2.2. Motor Uninsured Loss Recovery

Professional Fees of any **Civil claim** for damages or compensation in respect of death or bodily injury sustained by **You** in a road traffic accident and / or uninsured losses incurred, within the United Kingdom of Great Britain and Northern Ireland, where **Your** cause of action occurred during the **Period of cover** stated in the schedule to this policy

The **Defendant's costs** of any claim covered under cover section 2.2 above which **You** may become liable to pay

3. What is not covered on this policy

We will not pay: -

Professional Fees and/or Defendant's costs

- 3.1. Of a **Small claim**
 - 3.2. Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance
 - 3.3. Which would if this policy were not in force be covered by another policy of insurance
 - 3.4. Incurred before **We** have received a claim form from **You**
 - 3.5. In aggregate in excess of the **Maximum amount**
 - 3.6. Where **Your claim** does not have a **Reasonable prospect of success**
 - 3.7. Incurred after **You** or **We** have received **Legal advice** to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** or **Legal advice** not to pursue or continue to pursue **Your claim** by **Legal proceedings**
 - 3.8. Incurred after **We** have told **You** that **We** consider **Your claim** should be pursued by means other than by **Legal proceedings**
 - 3.9. Of any appeal made without **Our** consent in writing
 - 3.10. Of any appeal incurred after **You** have received **Legal advice** that the appeal does not have a **Reasonable prospect of success**
 - 3.11. Where **You** have failed to comply with a **Condition** of this policy
 - 3.12. Where the **Authorised Representatives** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf or represent **You**
 - 3.13. Where **You** without a good reason instruct the **Authorised Representatives** instructed to act on **Your** behalf to cease acting on **Your** behalf or representing **You**
 - 3.14. For claims which arise from a criminal act or omission
 - 3.15. For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action
 - 3.16. For any insured incidents which;
 - occurred outside the United Kingdom of Great Britain and Northern Ireland
 - did not occur during the **Period of cover** stated in the schedule to this policy
 - 3.17. For any claims 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
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed
 - 3.18. Any sum **You** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings
 - 3.19. Prosecutions which allege dishonesty or violence
 - 3.20. Claims against Lexelle Ltd or the **Insurer**
 - 3.21. In relation to a claim for the loss or damage of any goods being carried in the **Insured vehicle** where a claim under this policy arises out of the use of the **Insured vehicle** for commercial purposes
 - 3.22. In relation to a claim for any personal injuries suffered by the driver of the **Insured vehicle** against the drivers employer where the employer is also the **Insured**
 - 3.23. Prosecutions resulting from drink or drug related or parking offences
 - 3.24. Any claim relating to a road traffic accident which happens during a race rally or competition
 - 3.25. Any claim relating to an accident caused by faults in the **Insured vehicle** or faulty, incomplete or incorrect service maintenance or repair of the **Insured vehicle**
- 4. Conditions**
- You** must comply with the following obligations each of which is a **Condition** of this policy
- 4.1. ensure that the event involving the use of the **Insured vehicle/s** giving rise to a claim under this policy is covered by a policy of compulsory insurance complying with the requirements of s.143 and s.145 to s.147 of the Road Traffic Act 1988 which is known to be on risk and indemnity has not been repudiated nor refused by the insurer issuing the policy
 - 4.2. ensure that **We** receive notification of any event which may give rise to any claim under this policy as soon as reasonably possible
 - 4.3. ensure that **We** receive a claim form for any claim under this policy not later than 180 days after the event giving rise to **Your claim**
 - 4.4. provide any information reasonably requested by **us** or the **Authorised Representative** instructed on **Your** behalf within a reasonable time
 - 4.5. take all reasonable steps to minimise **Professional Fees** or **Defendant's costs** which **We** may be liable to pay under the terms of this policy
 - 4.6. ensure that any **Authorised Representative** instructed on **Your** behalf fulfil the **Authorised Representatives** obligations set out below
 - 4.7. ensure any claim **You** make is an honest claim and not one which is false or fraudulent
 - 4.8. ensure that **Your claim** is not prejudiced by any action or inaction on **Your** part
- 5. Claims Process**

Lexelle Ltd and UK Underwriting Limited are an insurers agent and in the event of a claim act on behalf of the **Insurer**.

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In the performance of **Our** obligation to pay **You** under the terms of this policy-

5.1. **You** must supply **Us** with a completed claim form containing a complete and truthful report of the facts giving rise to **Your claim**, details of any potential witnesses, any documentary evidence in support of **Your claim** and details of any policy of insurance covering any person against whom **You** wish to pursue **Your claim**. **You** may obtain a claim form by telephone on **0800 0733095**

5.2. **We** will make a preliminary assessment of the merits of **Your claim**. If **We** decide that **Your claim** appears to have a **Reasonable prospect of success** **We** will appoint an **Authorised Representative** to act on **Your** behalf in **Your claim**

5.3. If **We**

- consider it unlikely a reasonable settlement will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit or
- decide **Your claim** does not appear to have a **Reasonable prospect of success**

We will tell **You** in writing. If **You** accept **Our** advice, **Your** entitlement to payment from **Us** under this policy for that claim is at an end and **We** will be discharged from any liability to **You** in respect of that claim

5.4. If **You** do not accept **Our** advice **We** will instruct an **Authorised Representative** to advise **You** and **Us** whether **Your claim** has a **Reasonable prospect of success**. If the **Authorised Representative** instructed advise that there is no **Reasonable prospect of success** in **Your claim** **We** will not be liable to pay **You** anything under the terms of this policy for that claim. If the **Authorised Representative** instructed advise that there is a **Reasonable prospect of success** **We** will appoint the **Authorised Representative** to act on **Your** behalf in the pursuit of **Your claim**

5.5. When **We** appoint an **Authorised Representative** to act on **Your** behalf **We** will tell **You** in writing. The **Authorised Representative** **We** have appointed will require **You** to enter into an agreement with them under which they will act on **Your** behalf

5.6. **We** will take over and conduct in **Your** name any **Civil claim** for damages or compensation in respect of a valid claim covered under the terms of this policy. The **Authorised Representative** nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination. This does not affect your legal rights at the point of or during legal proceedings.

5.7. If

- the **Authorised Representative** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf, or
- **You** without a good reason instruct the **Authorised Representative** to cease acting on **Your** behalf

We will not pay **You** anything under the terms of this policy and **Our** liability under this policy for that claim shall cease forthwith

5.8. **We** may appoint another **Authorised Representative** to act on **Your** behalf or permit **You** to instruct another **Authorised Representative** to act on **Your** behalf if **We** consider that it is reasonable to do so

5.9. Where an **Authorised Representative** is appointed to act on **Your** behalf by **Us** **We** appoint them in the performance of **Our** obligations under the terms of this policy and not as an agent for **You**

5.10. Where an **Authorised Representative** is instructed to act on **Your** behalf **You** and **We** will require them to comply with the **Authorised Representatives** obligations set out below

5.11. **We** may require counsel to advise whether in all the circumstances of **Your claim**, including the commercial merits of **Your claim**, a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** should be accepted or whether **Your claim** should be pursued or continue to be pursued by **Legal proceedings**

5.12. If **We** reasonably consider that **Your claim** should be pursued by some means other than by **Legal proceedings** **we** will tell **You** in writing

6. Authorised Representatives obligations

Your Authorised Representatives must

6.1. Provide **You** and **Us** with a reasoned assessment in writing of the prospects of success in **Your claim** and an estimate of the likely costs of pursuing **Your claim** as soon as reasonably practicable and in any event within 28 days of accepting instructions to act on **Your** behalf

6.2. Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your claim** or any Part 36 offer or Part 36 payment made in respect of **Your claim** together with their advice as to whether the proposal, Part 36 offer or Part 36 payment should be accepted

6.3. Notify **You** and **Us** immediately in writing of any change in their assessment of the prospects of success in **Your claim**

6.4. Provide **Us** with such information as **We** may reasonably require from time to time about the progress of **Your claim**

6.5. Provide **Us** with a written report at 6 monthly intervals from the date instructions to act on **Your** behalf were accepted by them as to the progress of **Your claim** and any change in the prospects of success in **Your claim** or the likely cost of pursuing **Your claim**

6.6. Deal with **Your claim** in such manner as **We** reasonably require from time to time

6.7. Obtain **Our** consent in writing before undertaking any of the following;

- issuing **Legal proceedings** on **Your** behalf
- instructing counsel, leading counsel or an expert witness on **Your** behalf
- making an appeal against any order of the court made in **Legal proceedings** issued on **Your** behalf
- withdrawing, discontinuing or settling **Your claim** in a way which may give rise to a liability on **Our** part to pay **Defendant's costs** under this policy
- entering into any agreement as to the amount of or liability to pay **Defendant's costs**
- entering into any form of alternative dispute resolution
- incurring any disbursement likely to exceed £500 or more (exclusive of Vat)

6.8. Use their best endeavours to obtain payment of **Professional Fees** or **Defendant's costs** from any other party who may be liable to pay those costs

6.9. Repay to **Us** any costs **We** have paid in the pursuit of **Your claim** which may be recovered from any other party

6.10. Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your claim** together with their advice as to whether the proposal should be accepted

6.11. Use their best endeavours to obtain payment of **Professional Fees** from any other party who may be liable to pay those costs

6.12. If required to do so by **Us**, procure an assessment by the court or an appropriate professional body of the amount properly payable to the **Authorised Representatives** for **Professional Fees**

7. Cancellation

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please return it to Lexelle Ltd, within 14 days of issue and **We** will refund **Your** premium. Thereafter **You** may cancel the policy at anytime, however no refund of premium will be available.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 7 days notice to the **Insured** at their last known address. Provided the premium has been paid in full the **Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance

This policy is not transferable and no premium or portion of a premium paid by **You** is in any circumstance refundable after the 14 day period referred to above

8. General

8.1. **You** will take all reasonable steps to minimise **Professional Fees** or **Defendant's costs** which **we** may be liable to pay under the terms of this policy

8.2. **You** will at all times co-operate with **Us** and with the **Authorised Representatives** s instructed on **Your** behalf

8.3. any dispute between **You** and **Us** which **We** cannot resolve between us shall be determined by an arbitration by an arbitrator appointed by **You** and by **Us** together. If we cannot agree on the arbitrator to be appointed **You** or **We** can ask the Chairman of the Bar Council to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the Arbitration Acts then in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party

8.4. the rights and obligations of an **Insured passenger** under this policy shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999

8.5. this policy is governed by the laws of England and Wales

9. Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should in the first instance contact the Customer Relationships Manager at Lexelle Ltd. The contact details are: Customer Relationships Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD. Tel 0114 249 6920, Fax 0114 249 3323

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

In the event **You** remain dissatisfied and wish to make a complaint, **You** can do so by contacting the following: The Head of Claims, UK Underwriting Limited, 2 Gibraltar House, Bowcliffe Road, Leeds, LS10 1HB.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. **You** may contact the Financial Ombudsman Service at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR. Tel 0845 080 1800

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards or Citizens Advice Bureau.

10. Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

11. Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.