

First Call Motorist Legal Assistance Service

Important Information

This is your MotorPlus Legal Assistance wording – It includes everything you need to know about our service.

We suggest you keep this document in a safe place as you will need to refer to it in the event of an accident. This service is designed to assist you if the accident was not your fault and:

- **Your vehicle or motorcycle cannot be used**
- **You have incurred uninsured losses**
- **You are seeking compensation for damage to your belongings.**

Act quickly after an accident and call our claims unit on

01603 779232

We are contactable 24 hours, all year round

Welcome to MotorPlus

As a MotorPlus customer you are now assisted by one of Europe's leading legal services providers. If you are involved in a motor accident we are here to help you 24 hours a day, 365 days a year.

To make sure that you get the most from your MotorPlus service, please take the time to read the details below which explains how and when we can assist you. If you have any questions or would like more information, please contact us or First Call GB Ltd.

It will help you if you keep the following points in mind:

After a motor accident

If you are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let us have this information as soon as you can, either by giving it to First Call GB Ltd or by sending it to us.

If you are not sure what to do after an accident, call our helpline on 01603 779232.

If your vehicle or motorcycle cannot be used

If your vehicle or motorcycle cannot be used after an accident, we can arrange for a garage to take it to a place you choose. You will have to pay the towing or carriage costs, so remember that most motor insurers only give cover for taking it to a nearby garage. However, if the accident was not your fault, we can usually recover these costs as part of your claim for uninsured losses.

Replacement vehicle or motorcycle hire

If the accident was entirely the other person's fault, and your vehicle or motorcycle cannot be used, we can usually arrange for you to have a replacement hire vehicle or motorcycle until your own can be repaired.

How we help you if you have uninsured losses

Once we have accepted your claim, we aim to recover your uninsured losses from the person who caused the accident. Uninsured losses could include the cost of repairing or replacing your vehicle or motorcycle, your motor insurance policy excess, compensation following injury (see below) or other out-of-pocket expenses.

We will seek to recover your uninsured losses through our Claims Centre.

If you have an injury or other substantial losses, we can offer the services of a solicitor to assist you with a claim, subject to your entering an After-the-Event Insurance Policy.

Call our claims unit on 01603 779232, or send your claim to:

First Call GB Claims, Kircam House, 5 Whiffler Road, Norwich, NR3 2AG

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 solicitor or hire a vehicle or motorcycle before we have agreed. If you do, we will not be able to assist you.

Problems

We will always try to give you a quality service. If you think we have let you down, please write to our Chief Executive, MotorPlus Ltd, Kircam House, 5 Whiffler Road, Norwich NR3 2AG and he will seek to resolve the problem for you.

(If you use this service, it does not affect your right to take legal action.)

These are the details of your First Call MotorPlus Legal Assistance Service

We will provide the services detailed below, subject to the detailed terms and conditions, as long as:

- the **incident** happens during the **protection period** within the **territorial limit**; and
- any legal proceedings are dealt with by a court or other body nominated by **us**; and
- in civil claims it is always more likely than not that **you** will recover damages.

The meaning of words in this document

We, us, our

MotorPlus Limited trading as ULR Norwich.

You, your

The person who has purchased this service.

Your vehicle

The vehicle or motorcycle specified in the motor insurance policy issued alongside this agreement together with any attached caravan or trailer.

Vehicle hire costs

The cost of hiring a replacement car or standard commercial vehicle or motorcycle for one continuous period.

Territorial limit***For the claims service:***

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For vehicle hire costs:

England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.

Protection period

The period for which **you** have paid for the service.

Incident

An accident involving a collision between **your vehicle** and another vehicle or motorcycle, as long as the accident was entirely the other person's fault.
In respect of **vehicle hire costs**, **your vehicle** must have been rendered undriveable.

Small claims track limit

The most **you** can claim in the small claims track in a County Court of England and Wales.

English claim

A claim which would fall under the jurisdiction of the courts of England and Wales.

Services Provided

Following an **incident** **we** will negotiate to recover **your** uninsured losses and costs.

We will also assist in arranging hire of alternative transport, where **your vehicle** is rendered undriveable as long as **we** have agreed to this first.

Where a claim would fall to be dealt with in a court in England or Wales and exceeds the **small claims track** limit, the service is subject to a separate After-the-Event Insurance Policy being agreed.

Exclusions

1. Any claim reported to **us** more than 180 days after the **incident**.
2. The costs of any service incurred before **we** agree to the provision of such service.
3. Any claim relating to a contract involving **your vehicle**.
4. **Your vehicle** being used by anyone who does not have valid motor insurance
5. Any action **you** take which **we** have not agreed to or where **you** do anything that hinders **us** in providing the service.
6. Provision of a hire vehicle where **you** are claiming against a person who does not have valid motor insurance or cannot be identified or traced; or where **you** make **your** own arrangements for vehicle or motorcycle hire after an **incident**.
7. Apart from **us**, **you** are the only person who may enforce all or any part of this agreement 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 agreement in relation to any third party rights or interest.

Conditions

1. **You** must:
 - a) Keep to the terms and conditions of this agreement.
 - b) Take reasonable steps to keep any losses as low as possible.
 - c) Try to prevent anything happening that may cause a claim.
 - d) Send everything **we** ask for, in writing.
2.
 - a) **We** can take over and conduct, in **your** name, any claim or legal proceedings at any time. **We** can negotiate any claim on **your** behalf.
 - b) **We** will provide the service through **our** claims centre. If it becomes necessary to instruct a solicitor or other external expert to assist with **your** claim, this will be subject to **your** entering into a separate After-the-Event

Insurance Policy, and the service provided will be subject to the Terms and Conditions of that Policy.

3.

- a) **You** must tell **us** if anyone offers to settle **your** claim.
- b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to assist further.
- c) **You** must not negotiate or agree to settle a claim without **our** approval.

4. If **you** abandon a claim without **our** agreement, the service **we** provide will end at once.

5. **We** can cancel this agreement at any time as long as **we** tell **you** at least 21 days beforehand. **You** can cancel this agreement at any time as long as **you** tell **us** at least 21 days beforehand.

6. **We** will not assist with any claim covered under any policy of insurance or other funding assistance scheme, or any claim that would have been covered by any other policy if this agreement did not exist.

7. The following conditions apply the provision of a hire vehicle.

a) **You** must agree to **our** trying to recover any **vehicle hire costs** in **your** name and any costs recovered must be paid to **us**.

b) **We** will choose the vehicle hire company and the type of vehicle or motorcycle to be hired.

8. This agreement will be governed by English law.