



Fleet Legal Guard

Policy Wording

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To make a claim, call **0845 322 0157**
Please save this number to your mobile phone



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Important Notice

This policy is only available when sold in conjunction with a motor insurance policy. In the event of the motor insurance policy being cancelled this policy will also be cancelled.



What to do if you need to make a claim

Call the Claims Helpline 0845 322 0157 open 24 hours a day, 365 days a year

If, following a road traffic accident which was not your fault, you or your passengers suffer personal losses, are injured or you require a replacement vehicle, Ageas Fleet Legal Guard will provide immediate access to a specialist solicitor, physiotherapist and/or replacement vehicle provider.

Before you do anything, please call the Claims Helpline on 0845 322 0157.

Our experienced and friendly staff will discuss the accident details with you and advise whether a claim can be made. If you are uncertain whether you can claim under your policy, please call our Claims Helpline in any event – we will be more than happy to help.

Once you have notified us of your claim, you will be provided with a dedicated claims handler to provide expert advice. Your claim will be dealt with quickly, professionally and with the sympathy you would expect during what can often be a stressful and difficult time.



Legal Helpline 0845 322 0158

The Legal Helpline is open 24 hours a day, 365 days a year

Ageas Fleet Legal Guard provides a free, confidential legal helpline should you need advice on any personal legal matter including:

- personal injury and/or uninsured losses
- employment disputes
- contractual disputes
- property issues
- wills and probate.

Claims administration

All claims reported under your Ageas Fleet Legal Guard policy will be administered by:

ARAG plc,
9 Whiteladies Road,
Clifton,
Bristol,
BS8 1NN

ARAG plc is authorised and regulated by the Financial Conduct Authority.

What to do if you have a complaint

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible.

If your complaint is about the way this policy was sold to you, please contact your insurance adviser to report your complaint.

If you have a complaint regarding your claim, please telephone us on the numbers shown in your claims documentation.

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Services Adviser,
Ageas Insurance Limited,
Ageas House,
Hampshire Corporate Park,
Templars Way,
Eastleigh,
Hampshire,
SO53 3YA

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

- tell you what we have done to resolve the problem; or

- acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.

We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response. If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service if:

- you have an annual turnover of less than EUR 2million and fewer than 10 employees and,
- if for any reason you are still dissatisfied with our final response, or
- if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you have tried to resolve it with us.

Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

Following the complaints procedure does not affect your rights to take legal proceedings.



Financial Services Compensation Scheme

If we cannot meet our liabilities, you may be entitled to compensation from the Financial Services Compensation Scheme.

You can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100 or 0207 741 4100.



Contract of Insurance

This policy is a contract between **you** and **us**. It is not intended that the Contracts (Rights of Third Parties) Act 1999 gives anyone else any rights under this policy or the right to enforce any part of it.

In return for **you** paying or agreeing to pay the premium, **we** will provide cover under the terms of this contract of insurance for an **insured incident** that happens during the **period of insurance** and within the **geographical limits**.

You must read this policy and the schedule carefully to ensure the cover provided is the cover **you** want.

Definitions

Throughout this policy certain words and phrases are printed in **bold**. These have the meanings set out below.

Geographical limits

- Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and any country which is a member of the European Union.
- any other country which has agreed to follow Article (8) of the EU Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 2009/103/EC).

Insured incident

A road traffic accident involving the **motor vehicle** that takes place within the **geographical limits** which results in **you** suffering:

- personal injury or death and/or
- uninsured losses.

Legal costs and expenses

Fees and costs **we** or the **solicitor** incur and the costs of any civil proceedings incurred by an opponent for which **you** are liable by order of the court or by agreement with **us**.

Limit of indemnity

The maximum amount **we** will pay for each **insured incident** or series of **insured incidents** which are linked.

Motor vehicle

The motor car, motorcycle, minibus or commercial vehicle covered by the motor insurance policy sold in conjunction with this legal insurance policy.

Period of insurance

The length of time that the contract of insurance applies for. This is shown in the schedule attached to the motor insurance policy sold in conjunction with this policy.

Solicitor

The solicitor or firm of solicitors or other appropriately qualified person **we** appoint to act for **you**.

We, our, us

Ageas Insurance Limited.

You, your

- the policyholder named in the schedule attached to the motor insurance policy sold in conjunction with this policy.
- any authorised driver or passengers in the **motor vehicle** at the time of a road traffic accident.

Claims for Compensation

What is covered

We will pay the costs of pursuing a civil claim for compensation following an **insured incident** that directly results in **you** suffering:

- personal injury or death and/or
- uninsured losses.

The **insured incident** must have taken place within the **period of insurance** and within the **geographical limits**.

The **limit of indemnity** of this section is £100,000.

We will pay the cost of an appeal provided that **we** are notified in writing by **you** or the **solicitor** of the intention to appeal no later than six working days before the time for making the appeal expires and that **we** consider that it is more likely than not that the appeal will succeed. **We** will pay for costs incurred with **our** agreement in attempting to enforce a judgment obtained in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands against a defendant who is resident elsewhere.

What is not covered

- **Legal costs and expenses you** incur before **we** have agreed to them.
- Claims arising from **your** deliberate or criminal act.
- Legal costs, expenses, fines or other penalties **you** are ordered to pay by a criminal court.
- Incidents involving a **motor vehicle** owned or driven by **you** where:
 - **you** or the driver, driving with **your** authority, did not hold a valid driving licence
 - the **motor vehicle** was not covered by a valid test certificate unless it is not a legal requirement to have one
 - the **motor vehicle** was not in a roadworthy condition
 - the **motor vehicle** was being used in a rally, race, competition or trial of any kind.
- Claims arising from clinical negligence, malpractice or allegations thereof.
- Any injury or illness which develops gradually and is not caused by a specific or sudden event.
- Any costs relating to the pursuit of a claim against **us**.
- Any avoidable correspondence or **legal costs and expenses** beyond those for which approval has been granted.

What is not covered continued

- Any incident or matter arising before the start of the **period of insurance**.
- **We** shall not be liable for **legal costs and expenses** incurred for pursuing a claim following an incident that occurs in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands under the jurisdiction of any court other than in those places.
- **Your legal costs and expenses** if they are only payable if **your** claim is successful.
- Any interim disbursements or fees.

Claims for Physiotherapy

What is covered	What is not covered
<p>We will pay your physiotherapy costs of up to £375 for each injured person if we have agreed to pay them provided that:</p> <ul style="list-style-type: none">• the treatment is provided by our appointed physiotherapy provider and• You are pursuing a third party for compensation using one of our solicitors who has referred you to our preferred physiotherapy provider and• the treatment provider has confirmed that treatment is appropriate through an initial telephone screening undertaken by a clinician.	<p>We will not pay for any physiotherapy costs incurred:</p> <ul style="list-style-type: none">• without our permission• after medical opinion has concluded that further treatment will not benefit you in your recovery from the injury• in relation to a condition or injury that is not directly attributable to an insured incident• more than 12 months after the insured incident• whilst you are a day-patient or in-patient:<ul style="list-style-type: none">- Day patient is defined as requiring, for medical reasons, a period of clinically-supervised recovery in hospital or day-patient unit, but not requiring a stay overnight- In-patient is defined as requiring, for medical reasons, a stay in hospital overnight or longer• outside the United Kingdom.

Terms and Conditions

1 Keeping to the terms and conditions of the policy

We will only pay claims if **you** have met all the terms and conditions of this policy as far as they apply.

2 Cancellation

You can cancel this insurance at anytime by phoning **your** insurance adviser who, where applicable, will also arrange a refund of **your** premium.

We can cancel this insurance at any time by giving **you** seven days' written notice to **your** last known address. If **we** do cancel this insurance, where applicable, **we** will refund a proportion of the premium for the rest of the **period of insurance**.

Reasons for cancellation may include but are not limited to:

- a change to the risk which makes it one that **we** would not normally accept
- non receipt of confirmed claims experience within the required timescale
- if information supplied on the **proposal** or statement of fact is not as advised to **us**.

You have 14 days from the receipt of **your** policy wording to cancel cover subject to **you** having not made any claims under the policy. To exercise **your** right to cancel please contact the person from whom **you**

purchased this policy who, where applicable, will also arrange a refund of **your** premium.

3 Notices

Any notices or communication **we** send to **you** about any claims under this policy will be sent to the address of **your solicitor** and will be deemed to have been received by **you**. Any notices or communication **you** or **your** representatives send to **us** should be sent to Ageas Fleet Legal Guard, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

4 Claims notification

If **you** wish to claim under this policy **you** must do so within 180 days of the **insured incident** providing a truthful report of the **insured incident**, the details of any witnesses and documentary or other evidence available.

5 Prospects of success

We will only provide indemnity for a claim if **we** consider it is more likely than not to succeed and the cost of pursuing the claim does not exceed the likely compensation award. If **we** do not consider that it is more likely than not that **your** claim will be successful **we** will tell **you** why.

If, having accepted **your** claim **we** consider the prospects of it succeeding are less likely than not **we** may discontinue indemnifying **you** and will tell **you** why.

Terms and Conditions continued

We reserve the right to pay **you** an amount equal to **our** reasonable estimate of the value of the claim instead of starting or continuing legal proceedings.

6 Representation

We have the right to take over the conduct of **your** claim in **your** name.

If court proceedings are necessary **we** will nominate a **solicitor** to act for **you**. **You** may nominate **your** own legal representative and unless there are exceptional reasons why **we** will not do so **we** will nominate **your** choice to act on **your** behalf.

If **you** and **we** are unable to agree on the choice of **solicitor** or legal representative it shall be referred to arbitration in accordance with Condition 11 - Arbitration. In nominating a legal representative **you** must bear in mind **your** duty to minimise **your legal costs and expenses**.

Please note: Physiotherapy cover provided under this policy will not be available should **you** appoint **your** own legal representative.

We, at all times during **your** claim, reserve the right to nominate a **solicitor** to safeguard **your** immediate interests.

If for any reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, **our** liability will cease immediately unless **you** agree to the appointment of another **solicitor** to continue with the claim. **We** shall, however, have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.

7 Claims procedure

If **your** claim is for personal losses only and does not exceed the small claims court limit **we** may attempt to negotiate a settlement with **your** consent. **You** may not withhold that consent without good reason.

We are not liable to provide representation at court for claims which do not exceed the small claims court limit. **We** do, however, reserve the right to provide such representation if **we** think it is appropriate. **You** shall co-operate with **us** and the **solicitor** at all times and shall keep **us** informed of any developments relating to **your** claim.

We shall have direct access to the **solicitor** at all times. **You** agree that the **solicitor** shall provide **us** with any information **we** require in respect of **your** claim.

You must get **our** written permission before **you**:

- Instruct counsel to appear before a court or tribunal before which a **solicitor** has a right of audience
- Instruct a Queen's Counsel
- Incur unusual expert's fees or disbursements
- Appeal against any judgment.

Neither **you** nor **your solicitor** should make an agreement, undertaking or promise to each other or to any witness which may affect any **legal costs and expenses**.

If **we** request **you** to do so **you** will instruct **your solicitor** to have its **legal costs and expenses** assessed by the court.

8 Offers to settle

You or **your solicitor** must inform **us** immediately in writing of any offer or payment into court made in an attempt to settle **your** claim.

If **you** do not accept an offer or payment into court and the amount of the offer or payment into court is not bettered by the amount **you** eventually recover **we** shall not be liable for further **legal costs and expenses** unless upon being notified of the offer or payment into court **we** agreed to the claim continuing. **We** shall not withhold such agreement without good reason.

We reserve the right at any time of **your** claim to obtain counsel's opinion on any aspect of **your** claim. If counsel's opinion is that **your** claim is less likely than not to succeed or that it is less likely than not that **you** will recover more than an offer or payment into court **we** have the right to withdraw indemnity.

9 Withdrawing from the claim

If **you** withdraw from a claim without good reason without **our** prior agreement **you** will be responsible for all of the **legal costs and expenses** incurred in the claim including any **legal costs and expenses** **we** have already paid or those **we** consider **we** are obliged to pay as a result of **you** withdrawing from the claim.

You will also be responsible for any physiotherapy costs incurred up to the date of the withdrawal.

10 Recovery

You must take every step to recover in **your** name and for **our** benefit all damages and **legal costs and expenses** that **we** have to

pay. All such damages and **legal costs and expenses** that are recovered must be paid to **us**.

11 Arbitration

If **you** and **we** are unable to agree on any aspect of claim handling at **your** written request a legal representative shall be jointly appointed to adjudicate on the dispute. If **you** and **we** are unable to agree on the appointment of a legal representative one shall be appointed by either the president of the Law Society of England and Wales or the Law Society of Scotland as the case may be.

The decision of the legal representative shall be binding on **you** and **us** and all costs incurred in resolving the dispute shall be paid by the person against whom the decision was made.

12 Law applicable to the contract

This contract will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

13 Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

14 Fraud

We will not pay any claim which is in any part fraudulent or exaggerated, or if **you**, or anyone acting for **you**, uses fraudulent means to get benefits under this policy.

Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **personal information**.

In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Personal information** means any information **we** have about **you** and the other people insured under **your** policy such as any director, officer, partner or employee of **your** business or any other person connected with **your** business.

Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

Sensitive information

Some of the **personal information** that **we** ask **you** to provide is known as “sensitive personal data”. This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

How we use your personal information

We are part of the Ageas group of companies. **We** may share **personal information** with other companies in the

group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk.

We will use **personal information** to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **personal information** to assess **your** insurance application and provide information to credit reference agencies.

We may research, collect and use data about **you** from publically available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention.

We may have to share **your personal information** with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

We will share **personal information** with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;

- to prevent or detect crime, including fraud (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

You can ask for further information about **our** use of **personal information**. If **you** require such information, please write to the Data Protection Officer at the address set out below.

Preventing and detecting crime

We may use **personal information** to prevent crime. In order to prevent crime **we** may:

- check **personal information** against **our** own databases;
- share it with fraud prevention agencies.

Your personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, **we** will share **your** relevant **personal information** with them. The information **we** share may be used by those companies when making decisions about **you**. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out below;

- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register

administered by Insurance Database Services Ltd and the Motor Insurance Anti-Fraud and Theft Register. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers; and/or

- share it with the Motor Insurance Database (MID) which may be used to establish whether a driver is insured to drive a vehicle and/or for preventing or detecting crime. If **you** are involved in an accident in the UK or abroad, the MID may be searched to obtain relevant policy information. **You** can find out more at www.mib.org.uk.

Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or any director, officer, partner or employee of **your** business or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy.

Marketing

We may use **personal information** and information about **your** use of **our** products and services to carry out research and analysis.

We will only use **personal information** to market **our** products and services to **you** if **you** agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Data Protection Notice continued

Further information

You are entitled to receive a copy of any **personal information we** hold about **you**.

If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **personal information**, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this.

If **we** change the way that **we** use **personal information**, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Your Insurance Adviser is



To make a claim, call 0845 322 0157
Please save this number to your mobile phone

Ageas Insurance Limited

Registered office address

Ageas House, Hampshire Corporate Park,
Templars Way, Eastleigh, Hampshire SO53 3YA

www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential
Regulation Authority and regulated by the Financial Conduct
Authority and the Prudential Regulation Authority.

