



Ducati Insurance

MOTOR LEGAL PROTECTION POLICY

To make a claim please call 0344 381 9253

MOTOR LEGAL PROTECTION POLICY

This cover is applicable only if the policy schedule shows that Motor Legal Protection cover is included. The Motor Legal Protection Policy provides three independent sections of cover:

Section 1 - Uninsured Loss Recovery.

Section 2 - Replacement Vehicle and Vehicle Repair.

Section 3 - Motor Legal Helpline.

The High Level Summary of Cover is shown below with the full policy wording also within this document

HIGH LEVEL SUMMARY OF COVER

This details the high level summary for each section of **your** Motor Legal Protection Policy.

How to make a claim

To make a **claim** under sections 1, 2, and 3 of this Motor Legal Protection Policy please call **our** claims line **0344 381 9253**, 24 hours a day 365 days a year.

Uninsured loss recovery summary

What is covered under this section of the policy?

If **you** have had an accident where a third party is at fault, **we** can instruct a solicitor to act on **your** behalf and attempt to **claim** compensation for **your** uninsured losses including any personal injury. This section provides cover for **your** legal expenses incurred in pursuing **your claim**.

What are uninsured losses?

These are losses which **you**, or a pillion passenger incurs as a result of an accident where an identified **third party** is at fault, that are not covered under any insurance **policy**. Examples of these losses include **your policy** excess, loss of earnings, compensation for any injuries and any bike hire charges. Examples of other losses include **your** bike repair costs, medical fees, compensation for the loss of use of **your** bike, damage to personal belongings, bike recovery, storage charges and out of pocket expenses.

Significant features and limitations of this section of the policy

- Cover is provided up to a maximum of £100,000 for legal expenses.
- Any claims must be reported within 120 days of the accident.
- The identity of the **third party** must be known and they must have held valid motor insurance at the time of the accident.
- There must be reasonable **prospects of success** against the **third party**.
- The estimated legal costs for the **claim** must not exceed the estimated value of the **claim**.

Replacement vehicle and vehicle repair summary

What is covered under this section of the policy?

In addition to the cover provided under this **policy**, if **you** have had an accident where an identified third party is at fault, **you** may be entitled to an **alternative hire** bike that may be an equivalent type to **your** own whilst **you** is off the road and **we** may be able to arrange to have **your** bike repaired and provide **you** with up to 12 months interest free credit on the repairs made.

Significant features and limitations of this section of the policy

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland, Channel Islands and Isle of Man.
- Any replacement bike is subject to the terms and conditions of the replacement vehicle provider.
- Any claims must be reported within 14 days of the incident.

Motor legal helpline summary

What is covered under this section of the policy?

For legal advice relating to a motoring issue.

Significant features and limitations of this section of the policy

- Provision of advice on motoring legal problems.
- The cover under this section is only available in England, Wales, Scotland, Northern Ireland, Channel Islands and Isle of Man.

POLICY WORDING FOR ALL SECTIONS

The following comprises the full **policy** wording for each section of this Motor Legal Protection Policy.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this Motor Legal Protection **Policy**:

Alternative Hire Bike A bike provided to the **insured** under a credit hire agreement.

Claim A civil **claim** for damages for any **uninsured loss** arising out of an **insured event**.

Court A court or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands) where the **litigation** is proceeding.

Insured The person, firm or company to whom this **policy** has been issued and who has paid the premium.

Insured Event A road traffic accident arising from the negligence of a **third party**.

Insured Liability Your legal obligation to pay **third party costs, own solicitor's costs** and **own disbursements** which **we** have agreed to provide cover for up to the **limit of indemnity**.

Insured bike The bike specified in the underlying **policy** of motor insurance taken out by the **insured**, including any sidecar or trailer properly constructed to be towed by the bike and attached to it by normal means.

Legal Costs and Expenses Solicitor's costs and expenses incurred in defending the legal rights of the **insured**.

Limit of Indemnity The maximum sum that the **underwriter** will pay in total in respect of **your insured liability** in relation to the **litigation**, subject always to the maximum amount of £100,000.

Litigation All work reasonably undertaken by the **solicitor** to pursue **your claim** and work to have been undertaken with the approval of the **underwriter** and subject to the jurisdiction of the **court**.

Motor Vehicle Insurance Policy The vehicle insurance **policy** issued to the **insured** in compliance with the Road Traffic Act.

Order An order made by the **court** in connection with the **litigation**.

Own Disbursements Your liability for the following, reasonably and proportionally incurred, expenses for: Medical records, DVLA search fees, police accident report, experts reports, court fees, witness expenses and such other fees required for the proper advancement of the **litigation** as **we** agree.

Own Solicitor's Costs The reasonable and proportionate but irrecoverable costs incurred by the **solicitor** on a standard basis which **you** have to pay but excluding any percentage uplift applied to those costs under any **conditional fee agreement** or any fee charged based on a percentage of the damages **you** recover under a **damages based agreement**.

Period of Insurance The period during which the **motor vehicle insurance policy** is in force.

Policy The documentation detailing the endorsements, terms and conditions of your contract of insurance together with the certificate of motor insurance and policy schedule.

Prospects of Success The reasonable prospects, which are considered to be a 51% or better, of making a successful recovery from the **third party** and where **your claim** outweighs **your own solicitor's costs** and **your own disbursements** of pursuing the **claim**.

Solicitor The appropriately qualified lawyer or legal representative appointed to act on behalf of **you**.

Special Territorial Limits England, Wales, Scotland, Northern Ireland, Channel Islands and Isle of Man.

Territorial Limits Countries in the EU, EEA, Andorra, Isle of Man, Channel Islands and Switzerland.

Third Party The other person and/or party responsible for the **insured event**, excluding **you**.

Third Party Costs **Third party** legal fees, disbursements and expenses which **you** are ordered to pay by a **Court** or which, with **our** approval, **you**:

a) agree to pay; or

b) become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or

c) become liable to pay as a result of rejecting a Part 36 offer but then going on to recover less than the offer, provided that such rejection was in accordance with the advice of **your** Solicitor and agreed by **us**; or

d) become liable to pay by discontinuing the **Litigation** under Part 38 of the Civil Procedure Rules.

Underwriter The underwriter who underwrites Section 1 and Section 3 of this **motor legal protection policy**.

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

We, Us, Our The underwriter; Financial and Legal Insurance Company Limited, No 1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW, and our third party administrator of the facility; Spectare Limited trading as Bike Assist Legal.

You/Your The **insured** and any authorised driver of or passenger carried in or on the **insured bike**, or their legal representatives in the event of death.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

UNINSURED LOSS RECOVERY

1. What is covered

1.1 The Underwriter will indemnify **you** against **your insured liability** for any **claim** against a **third party** arising from or out of:

a) **uninsured loss** – Any financial losses **you** suffer as a result of an **insured event** and which **you** are not insured for under any other policy of insurance

b) personal Injury – **your** death or personal injury suffered as a result of an **insured event**.

1.2 The **underwriter** will indemnify **you** against **your insured liability** in relation to the above, provided that:

- the **insured event** taking place within the **territorial limits** and within the **period of insurance**;
- the **litigation** having **prospects of success**;
- **you** have paid the insurance premium;
- unless there is a conflict of interest, **you** always agree to use the appointed advisor chosen by us in any claim
 - i. to be heard by the small claims court, and/or
 - ii. before proceedings need to be issued
- the claim falls under the jurisdiction of a court or the Motor Insurers' Bureau;
- the maximum sum **we** pay not exceeding the **limit of indemnity**; and
- the terms and conditions of this policy.

2. What is not covered

In addition to the points listed below, please read paragraph 2 'What is not covered' of the General Terms and Conditions.

- 2.1 Any **third party costs**, **own solicitor's costs** and **own disbursements** incurred prior to **our** confirmation of indemnity being granted to **you** under this policy.
- 2.2 Any appeal against any **order** made in the **litigation**.
- 2.3 **Own solicitor's costs** to the extent that the hourly rate of a **solicitor** chosen by **you** exceeds the rates set out in **our** Non-panel Solicitor Terms and Conditions.
- 2.4 Any **claim** where the **third party** cannot be traced or does not hold valid motor insurance at the time of the accident.
- 2.5 Any **claim** not reported to **us** within 120 days of the occurrence of the **insured event**.
- 2.6 Any **claim** or counter claims made against **you** by the **third party**.
- 2.7 Any legal proceedings dealt with by a **court** or other body, outside the United Kingdom and/or to which **we** have not agreed.

3. General conditions

Conduct of the litigation

- 3.1 We can attempt to settle **your claim** arising from the **insured event** prior to the appointment of a **solicitor** or the start of **litigation**.
- 3.2 **We** can take over conduct of the **litigation** at any time in **your** name.
- 3.3 **We** can issue **court** proceedings for the **underwriter's** benefit in **your** name to recover any payments **we** or the **underwriter** have made under this policy.
- 3.4 **We** may at **our** discretion discharge all liabilities to **you** by paying a sum equal to the losses claimed subject always to such sum not exceeding the **limit of indemnity**.
- 3.5 Where proceedings are to be commenced in respect of an **insured event** occurring within the **territorial limits** and outside of the United Kingdom, the **solicitor** shall initiate proceedings within the **courts** of the United Kingdom only.

Your obligations

- 3.6 **You** must report all **claims** to **us** without delay and not later than 120 days after the **insured event**.
- 3.7 The **litigation** must be conducted in a manner such that **your insured liability** is reasonable and proportionate to **your claim**.
- 3.8 **You** must co-operate with **us** at all times and forward any communications received in connection with an **insured event** to **us** without delay and supply **us** with any information **we** require.

3.9 **You** must co-operate with the **solicitor** including giving such instructions as **we** require and keep the **solicitor** and **us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the **litigation**.

3.10 **You** must advise **us** immediately of any offers of payments to settle the **litigation**.

3.11 **You** must not accept any offer of payment or enter into settlement negotiations without **our** express agreement.

3.12 **You** must co-operate fully with **us** to assist **us** to recover any payments **we** have made on **your** behalf in respect of **your insured liability**.

3.13 **You** must adhere to the terms and conditions of this policy at all times. If **you** make any **claim** under this policy which is fraudulent or false or where there is collusion between **you** and the **third party** or any witness this policy shall be declared void and shall no longer apply.

3.14 **You** must not act dishonestly, exaggerate or otherwise attempt to mislead **us**, **your solicitor** or anyone else in relation to **your claim** and if **you** do so then this policy shall be declared void and shall no longer apply.

4. Representation

4.1 **We** have the right to make investigations into the case.

4.2 Where appropriate **we** will pass the **claim** to a **solicitor** to be dealt with. They will be instructed in **your** name and may negotiate and settle the **claim** for losses arising from the **insured event** on **your** behalf.

4.3 Where **court** proceedings are necessary or where it is otherwise required, the legal representative will be a **solicitor** chosen by **us**. If **you** wish to appoint **your** own **solicitor** **you** must notify **us** in writing and provide details of the firm and the individual **solicitor** at that firm that **you** intend to instruct. **We** will make contact with the individual **solicitor** to obtain written confirmation of their qualifications and expertise. The **solicitor** must sign **our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the costs of any **litigation**.

4.4 Once **your** chosen **solicitor** has signed **our** Non-panel Solicitor Terms and Conditions, they will become the **solicitor** subject to the terms and conditions of this policy and **our** Non-panel Solicitor Terms and Conditions. **You** must not change the **solicitor** without **our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

5. Terms applicable to own solicitor's costs and own disbursements

5.1 **We** shall only be liable to pay **own solicitor's costs** and **own disbursements** after the conclusion of the **litigation**.

5.2 **We** shall only be liable to pay **own solicitor's costs** and **own disbursements** to the extent that **you** do not recover **own solicitor's costs** and **own disbursements** from the **third party** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or **order** as to **own solicitor's costs** and **own disbursements**.

5.3 Any **insured liability** for **own solicitor's costs** and **own disbursements** is subject to the following conditions:

- it is necessary to incur **own solicitor's costs** and **own disbursements** in order to proceed with **your** case and the costs are reasonable and proportionate in amount;
- where **own solicitor's costs** and **own disbursements** represent payment for the work of others (such as, but not limited to, expert witnesses), the work is monitored by **your solicitor** as it is carried out in order to ensure that it is necessary to proceed with the case and the costs are reasonable and proportionate in amount;
- **you** will repay any **insured liability** for **own solicitor's costs** and **own disbursements** if **we** pay them and they are subsequently recovered by **you** from the **third party**;

- **we** shall not be liable to indemnify **you** for VAT on any **insured liability** if and to the extent that the VAT can be recovered;
- **you** will not be entitled to indemnity if, without the **underwriter's** approval, **you** conclude a settlement with the **third party** or discontinue the **litigation** on terms which preclude **your** recovery of **own solicitor's costs** and **own disbursements**; and
- in the event of **you** appointing **your** own **solicitor** **we** will only be liable to pay **own solicitor's costs** at the rate set out in **our** Non-panel Solicitor Terms and Conditions. If the chosen **solicitor** charges an hourly rate in excess of the rate set out in **our** Non-Panel Solicitor Terms and Conditions **you** will be solely responsible for the shortfall.

6. Disputes

6.1 If **we** do not initially think there is a reasonable **prospect of success**, **we** will, at **your** request, pay for **your claim** to be reviewed by **us**, for a period of up to 3 hours to reassess the **prospects of success**.

6.2 Any dispute between **you** and **us** in relation to **your claim** and/or **litigation**, that has not been resolved as part of the complaints procedure within the customer satisfaction section, shall be referred to a single arbitrator who shall be a barrister mutually agreed upon by **you** and **us** or, failing agreement, appointed by the Bar Council. The arbitration shall take place in London and shall take the form of written and/or oral submissions (at the discretion of the arbitrator). The decision of the arbitrator shall be final and binding. The arbitrator shall have the power to award costs (including his fee for conducting the arbitration) and any costs payable by **you** shall not be recoverable under this policy.

REPLACEMENT VEHICLE AND VEHICLE REPAIR

1. What is covered

1.1 In addition to the cover provided by this policy, if the damage to the **insured bike** occurs within the **special territorial limits**, **we** may be able to offer the following additional services, independently from this policy:

- **we** may be able to obtain an **alternative hire bike** of an equivalent type, pending repair or replacement of the **insured bike**, if the damage prevents the **insured bike** from being driven and is caused by the negligent or wilful act of a **third party** who has the benefit of valid motor insurance and provided **we** have identified the **third party** and their insurers
- if the damage to the **insured bike** is caused by the negligent or wilful act of a **third party** who has the benefit of valid motor insurance then, provided **we** have identified the **third party** and their insurers and the **insured bike** can be repaired, **we** may be able to arrange to have the **insured vehicle** repaired and to provide **you** with up to 12 months interest free credit on the repairs made.

2. General conditions

2.1 **You** must report the damage to the **insured bike** to **us** within 14 days of the incident.

2.2 Provision of the **alternative hire bike** is subject to the terms and conditions of the provider of the **alternative hire bike**. These are available from the provider at the time the **alternative hire bike** is provided or can be obtained from the **underwriter** on request.

2.3 **You** must provide any assistance required by the **underwriter** or any such representative in connection with the recovery of any costs incurred in connection with the provision of an **alternative hire bike** from any **third party** at fault in connection with the incident giving rise to the damage to the **insured bike**, including permitting the **underwriter** or any such representative to take proceedings in

your name and/or assigning any rights against any such **third party** to the **underwriter** or its representative.

2.4 The **alternative hire bike** provided will be a manual transmission bike unless **your** driving licence only permits **you** to drive an automatic transmission bike in which case an automatic transmission bike will be provided.

2.5 **You** must produce **your** original full valid driving licence and disclose any driving penalty notices or convictions before an **alternative hire bike** will be provided.

2.6 **You** must provide valid credit or debit card details before an **alternative hire bike** will be provided.

2.7 **You** will be responsible for any fuel costs, fares, fines and fees.

2.8 **You** must pay a security/fuel deposit when an **alternative hire bike** is provided. This is refundable on return provided the **alternative hire bike** is free from damage and has the same amount of fuel as when provided.

2.9 **You** can choose to upgrade to any bike other than the **alternative hire bike** offered, but the costs of such upgrade will be **your** responsibility.

2.10 No **alternative hire bike** may be used outside the **special territorial limits**.

2.11 **You** will be responsible for any hire costs if **you** fail to return the **alternative hire bike** when requested to do so by the provider of the **alternative hire bike**.

3. What is not covered

In addition to the points listed below, please read paragraph 2 “What is not covered” of the General Terms and Conditions.

Services will not be provided under this Section 2 in any case where:

3.1 the damage to the **insured bike** took place prior to the **period of insurance**.

MOTOR LEGAL HELPLINE

1. What is covered

1.1 If the **insured** requires legal advice relating to a motoring issue, **our** helpline is here to assist. This will cover advice relating to motoring legal problems arising within the **special territorial limits**.

GENERAL TERMS AND CONDITIONS APPLICABLE TO SECTIONS 1, 2 and 3

1. How to make a claim

Sections 1 and 2 - To make a claim under sections 1, 2 and 3 of this policy please call our claims line **0344 381 9253**, 24 hours a day 365 days a year.

You will need to confirm the following:

- policyholder’s name and address
- policy number.

2. What is not covered

In addition to the items listed in Sections 1, 2 and 3, the following are also not covered under this **policy**.

2.1 Any **claim** or service offered by this policy arising out of or relating to any deliberate criminal act or omission committed by **you**, or fines and penalties imposed by a criminal court.

2.2 Any **claim** or service offered by this policy where the **insured** does not hold a valid motor insurance policy and/or where the motor insurers are entitled to avoid cover under the **motor vehicle insurance** policy.

2.3 Any **claim** or service offered by this policy where the **insured** has not paid the premium.

2.4 Any **claim** or service offered by this policy occurring from use of the **insured vehicle** for motor racing, rallies, speed trials or competitions of any kind.

2.5 Any **claim** or service offered by this policy where the **insured vehicle** is found to be in an unroadworthy condition or does not have a valid road fund licence or valid MOT certificate at the time of the **insured event**.

2.6 Any **claim** or service offered by this policy that is made by the driver of the **insured vehicle** where the driver does not have a valid driving licence.

2.7 Any **claim** or service offered arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it
- riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under any government or public or local authority
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
- the failure of any device to recognise, interpret or process any date as its true calendar date.

Cancellation

If **you** have paid an additional premium for Motor Legal Protection cover (this is stated on **your policy schedule**), **you** may cancel this cover at any time by emailing us at contact-us@ducati-insurance.com

There is no cancellation fee for cancelling within the first 14 days of receiving **your policy**. Where an additional premium has been paid for Motor Legal Protection cover and **you** cancel within the 14 day period **you** will only pay for the period that you have been on cover. If **you** cancel after the 14 day cancellation period has expired, **you** will not be entitled to a refund. Motor Legal Protection cover must run alongside **your Ducati Insurance Policy**. If **you** cancel **your Ducati Insurance Policy**, all cover under this Motor Legal Protection cover will cease from the date of cancellation.

Neither **Ducati** nor **your insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons include but are not limited to:

- fraud and misrepresentation
- non-payment of premiums due
- threatening and abusive behaviour to our staff or suppliers
- non-compliance with policy terms and conditions.

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

4. Automatic renewal

4.1 For **your** protection, **we** reserve the right to automatically renew this **policy** annually in conjunction with the underlying **motor vehicle insurance policy**. If **we** do not receive **your** instructions to cancel the **policy** from the renewal date, **we** may, at **our** option, renew **your** policy. **You** will then be liable for any premiums that fall due. **You** may opt out of the automatic renewal process at any time by contacting **our** Customer Services email address as shown in **your** main **bike insurance policy** documents.

5. Subrogation

5.1 If **we** make a payment under this **policy**, **we** will be subrogated to any and all of **your** rights in connection with such payment. **You** also agree to give **us** as much assistance as **we** may reasonably require in relation to the exercise by **us** of **our** subrogated rights.

6. Contracts (Rights of Third Parties) Act 1999

6.1 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a **third party** which exists or is available other than by virtue of this Act.

7. Dishonest and fraudulent claims

7.1 If the **court** makes a finding of fraud this policy shall be cancelled from the outset and all rights that **you** have under this policy shall be forfeited. **We** shall be entitled to recover any payments **we** have previously made.

8. Assignment

8.1 **You** may not assign **your** rights under this policy without **our** prior written consent.

9. Governing law

9.1 **We** and **you** agree that this policy shall be construed in accordance with the laws of England and Wales, unless otherwise agreed.

10. Change of law

10.1 **We** reserve the right to amend this policy or any part thereof to ensure compliance with any new law affecting or applicable to the subject matter of this policy that may, from time to time come into force.

Complaints procedure

If **you** have a complaint about the service you have received please contact **us** in the first instance by calling the Customer Services Team on **0344 381 9253**.

We will aim to resolve **your** complaint within 24hrs. If **your** complaint is not resolved to **your** satisfaction within 24 hours, **we** will send **you** a written acknowledgement of **your** complaint together with the next steps **we** will be taking to resolve it.

In the unlikely event that **your** complaint remains unresolved four weeks after being made, **we** will send **you** either our final response or a letter explaining why **we** are not yet in a position to resolve **your** complaint and advise **you** when **we** will be in contact again.

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, details of which are below:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567
e-mail: complaint.info@financial-ombudsman.org.uk
Website: <http://financial-ombudsman.org.uk/contact/>

You have the right to refer your complaint to the FOS, free of charge, but you must do so within six months of the date of our final response letter. If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

If your complaint relates to a matter concerning the **underwriter** Financial and Legal Insurance Company Limited

Contact details are as follows:

Financial and Legal Insurance Company Limited

No 1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GW

Compensation scheme

Your insurer is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if your insurer cannot meet its obligations. This depends on the type of business and the circumstances of the **claim**. Most insurance contracts are covered for 90% of the **claim** with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk or **you** can phone them on 0207 741 4100.