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Hyundai Insurance

Motor Legal Protection Insurance

Policy Document

Claims Line **0844 836 7381** *(24 hours)*

Legal Helpline **0843 658 5381** *(24 hours)*

www.hyundaimotorinsurance.co.uk

Motor Legal Protection Insurance Policy

This insurance is underwritten by UK General Insurance Limited on behalf of Inter Partner Assistance (Inter Partner Assistance is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium and part of the worldwide AXA Group) and administered on their behalf by LawShield UK Limited and only applies if it is shown on your Hyundai Insurance motor insurance policy schedule.

The *Underwriter* agrees to indemnify *You* up to the *Limits of Indemnity* in consideration of the *Premium* paid or to be paid subject to the following terms, conditions and exclusions of this policy.

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Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in the policy.

	Section of policy	Definition
You/Your	Uninsured Loss Recovery & Personal Injury Motor Prosecution Defence, Motor Contract, Vehicle Cloning, Motor Insurance Database Disputes, Licence Protection	The person responsible for insuring the <i>Vehicle</i> declared to <i>Us</i> and the authorised driver and passengers in it. The person responsible for insuring the <i>Vehicle</i> declared to <i>Us</i> .
Insured Period	All sections	The period of insurance declared to <i>Us</i> .
Premium	All sections	The amount paid by <i>You</i> for this policy.
Territorial Limits	Uninsured Loss Recovery & Personal Injury Motor Prosecution Defence, Motor Contract, Vehicle Cloning, Motor Insurance Database Disputes, Licence Protection	The European Union. Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
Advisers' Costs	All sections	Reasonable legal fees and disbursements incurred by the <i>Adviser</i> or other legal representative with <i>Our</i> prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against <i>You</i> and paid on the standard basis of assessment.
Standard Advisers' Costs	All sections	The level of <i>Advisers' Costs</i> that would normally be incurred by <i>Underwriters</i> in using a nominated <i>Adviser</i> of <i>Our</i> choice.
Action	All sections	The pursuit of civil proceedings and appeals against judgement following a <i>Road Traffic Accident</i> ; the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the <i>Vehicle</i> ; the defence of criminal motoring prosecutions in relation to the <i>Vehicle</i> and the defence of civil legal cases and criminal prosecutions in relation to <i>Vehicle Cloning</i> .
Court Proceedings		When the court issues a claim form at <i>Our</i> request or that of the <i>Adviser</i> .
Limits of Indemnity	Uninsured Loss Recovery & Personal Injury Motor Prosecution Defence Motor Contract Vehicle Cloning Motor Insurance Database Disputes Licence Protection Uninsured Driver MIB Recovery	The maximum amount payable in respect of an <i>Insured Incident</i> which is: £100,000 £5,000 £50,000 £5,000 £2,500 £25,000 £1,000
Insured Incident		The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <i>Insured Incident</i> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.
Vehicle		The <i>Vehicle</i> declared to <i>Us</i> including a caravan or trailer whilst attached to it.
Road Traffic Accident		A traffic accident in the <i>Territorial Limits</i> involving the Insured <i>Vehicle</i> occurring during the <i>Insured Period</i> on a public highway or on a private road or other public place for which <i>You</i> are not at fault and for which another party is at fault.
We/Us/Our/ Administrators		LawShield UK Ltd who administer this insurance on behalf of the <i>Underwriters</i> .
Adviser		The panel solicitor or their agents appointed by <i>Us</i> to act for <i>You</i> , or, and subject to <i>Our</i> agreement, where <i>Court Proceedings</i> have been issued or a conflict of interest arises, another legal representative nominated by <i>You</i> .
Underwriters		UK General Insurance Ltd on behalf of Inter Partner Assistance SA.

Section 1: Uninsured Loss Recovery & Personal Injury

What is covered	What is not covered
<p><i>You</i> are covered for <i>Advisers' Costs</i> to pursue damages claims arising from a <i>Road Traffic Accident</i> whilst <i>You</i> are in, boarding or alighting the <i>Vehicle</i> against those whose negligence has caused <i>Your</i> injury or death or caused <i>You</i> to suffer loss of <i>Your</i> insurance policy excess or other out of pocket expenses <i>provided The Insured Incident</i> takes place in the <i>Insured Period</i> within the <i>Territorial Limits</i>; and the <i>Action</i> takes place in the <i>Territorial Limits</i>.</p> <p>Only <i>Advisers' Costs</i> incurred on <i>Your</i> behalf by <i>Our</i> panel solicitors or their agents are covered under this insurance until <i>Court Proceedings</i> are issued or a conflict of interest arises. In the event of costs being awarded against <i>You</i> this policy will indemnify you for those costs.</p> <p>Where, following the issue of <i>Court Proceedings</i> or a conflict of interest arising, <i>You</i> have elected to use a legal representative of <i>Your</i> own choice <i>You</i> will be responsible for any <i>Advisers' Costs</i> in excess of <i>Our Standard Advisers' Costs</i>.</p>	<p>Claims</p> <ul style="list-style-type: none"> • For a breach of contract • Directly or indirectly arising from stress, psychological or emotional injury • For <i>Advisers' Costs</i> where the amount in dispute relates to credit hire charges or credit repair costs • For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau

Section 2: Motor Prosecution Defence

What is covered	What is not covered
<p><i>You</i> are covered for <i>Advisers' Costs</i> to defend motoring prosecutions in respect of an offence, punishable by penalty endorsement only, arising from <i>Your</i> use of the <i>Vehicle</i> and appeals against a conviction or sentence including appeals against disqualification from driving where appropriate. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of <i>Us</i>.</p>	<p>Claims</p> <ul style="list-style-type: none"> • For a breach of contract • For damages, interest fines or costs awarded in criminal courts • Arising from an allegation that <i>You</i> were in control of the <i>Vehicle</i> whilst under the influence of alcohol or drugs (whether prescribed or otherwise) • Arising from an allegation that <i>You</i> were using a mobile telephone whilst in control of the <i>Vehicle</i> • Where <i>You</i> fail to confirm the identity of the driver of the <i>Vehicle</i> at the time of the alleged incident

Section 3: Motor Contract

What is covered	What is not covered
<p>You are covered for <i>Advisers' Costs</i> to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the <i>Vehicle</i> including the <i>Vehicle</i> itself. The contract for the sale or purchase must have been made no longer than 14 days before or during the <i>Insured Period</i> and at least £250 inc. VAT must be in dispute.</p>	<p>Claims</p> <ul style="list-style-type: none"> For <i>Advisers' Costs</i> where the amount in dispute relates to credit hire charges or credit repair costs

Section 4: Vehicle Cloning

What is covered	What is not covered
<p>You are covered for <i>Advisers' Costs</i> to defend civil or criminal legal proceedings arising from use of the <i>Vehicle's</i> identity by another person or organisation without <i>Your</i> permission.</p>	<p>Claims</p> <ul style="list-style-type: none"> Where the <i>Vehicle's</i> Identity has been copied by somebody living with <i>You</i> Where the <i>Insured Incident</i> began to occur within the first 30 days of the <i>Insured Period</i>. Where <i>You</i> did not act to take reasonable precautions against <i>Your Vehicle's</i> Identity being copied without <i>Your</i> permission For any losses (other than <i>Adviser's Costs</i>) incurred by <i>You</i> as a result of <i>Your Vehicle's</i> Identity being copied without <i>Your</i> permission

Section 5: Motor Insurance Database Disputes

What is covered
<p>You are covered for <i>Advisers' Costs</i> for representation of <i>Your</i> legal rights in a dispute with the police and/or other government agency in the event <i>Your Vehicle</i> is seized following a failure in the communications between <i>Your</i> Insurer and the Motor Insurance Database resulting in incorrect information about <i>You</i> or <i>Your Vehicle</i> being recorded on that database.</p>

Section 6: Licence Protection

What is covered	What is not covered
<p><i>You are covered for Advisers' Costs to represent You at hearings and appeals relating to the suspension or revocation of Your driving licence whilst using Your Vehicle in a private capacity, or as an operator of a LGV, PCV, private hire car or taxi licence.</i></p> <p><i>Appeals need to be lodged within 21 days of the verdict, and so You must contact the Legal Helpline as soon as possible following the verdict.</i></p>	<p>Claims</p> <ul style="list-style-type: none"> • Arising from an allegation that <i>You</i> were in control of the <i>Vehicle</i> whilst under the influence of alcohol or drugs (whether prescribed or otherwise) • For damages, interest fines or costs awarded in criminal courts • Arising from an allegation that <i>You</i> were using a mobile telephone whilst in control of the <i>Vehicle</i> • Which allege: <ul style="list-style-type: none"> a) Falsification of tachograph charts b) Causing death or bodily injury, property damage or pollution c) That the offence was committed within the first 30 days of this cover incepting • For representation at: <ul style="list-style-type: none"> a) Environmental Public Enquiry Tribunals b) Appeals from a Public Enquiry to the Transport Tribunal c) Public Enquiry Tribunals which relate to alleged incidents occurring within the first 90 days of this cover incepting.

Section 7: Uninsured Driver Motor Insurers' Bureau Recovery

What is covered
<p>Where the driver at fault is uninsured or cannot be traced, <i>We</i> will assist <i>You</i> in making a claim to the Motor Insurers' Bureau, except in respect of claims for property damage of less than £300 where the driver at fault cannot be traced.</p>

General Conditions

1 Claims

- a) *You* must notify claims as soon as reasonably possible within 180 days of the *Insured Incident*.
- b) *We* shall appoint the *Adviser* to act on *Your* behalf.
- c) *We* may investigate the claim and take over and conduct the *Action* in *Your* name. Subject to *Your* consent which shall not be unreasonably withheld *We* may reach a settlement of the *Action*.
- d) *You* must supply at *Your* own expense all of the information which *We* reasonably require to decide whether a claim may be accepted. If *Court Proceedings* are required or a conflict of interest arises, and *You* wish to nominate a legal representative to act for *You*, *You* may do so. Where *You* have elected to use a legal representative of *Your* own choice *You* will be responsible for any *Advisers' Costs* in excess of *Our Standard Advisers' Costs*. The *Adviser* must:-
 - i. Confirm in writing that he will enable *You* to comply with *Your* obligations under this insurance.
 - ii. Agree with *Us* the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an alternative legal representative and this nomination shall be binding.
- e) The *Adviser* will: -
 - i. Provide a detailed assessment of *Your* prospects of success including the prospects of enforcing any judgement obtained without charge.
 - ii. Keep *Us* fully advised of all developments and provide such information as *We* may require.
 - iii. Keep *Us* regularly advised of *Advisers' Costs* incurred.
 - iv. Advise *Us* of any offers to settle and payments in to court. If contrary to *Our* advice such offers or payments are not accepted there shall be no further cover for *Advisers' Costs* unless *We* agree in *Our* absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by *Us*.
 - vi. Attempt recovery of costs from the Third Parties.
 - vii. Agree with *Us* not to submit a bill for *Advisers' Costs* to *Underwriters* until conclusion of the *Action*.
- f) In the event of a dispute arising as to costs *We* may require *You* to change *Adviser*.
- g) *Underwriters* shall only be liable for costs for work expressly authorised by *Us* in writing and undertaken while there are reasonable prospects of success.
- h) *You* shall supply all information requested by the *Adviser* and *Us*.
- i) *You* are liable for any *Advisers' Costs* if *You* withdraw from the *Action* without *Our* prior consent. Any costs already paid by *Us* will be reimbursed by *You*.

2 Disputes

Any disputes between *You* and *Us* in relation to *Our* assessment of *Your* prospects of success in the case or nomination of solicitor may, where *We* both agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

3 Reasonable Prospects

At any time *We* on behalf of the *Underwriters* may form the view that *You* do not have a reasonable prospect of success in the action *You* are proposing to take or are taking. If so, *We* may decline support or any further support. In forming this view *We* may take into account: -

- a) Whether *Advisers' Costs* are disproportionate to the value of the damages being claimed in the *Action* or the likely outcome of the *Action*.
- b) The fact that a reasonable person without legal expenses insurance would not wish to pursue the matter.
- c) The prospect of being able to enforce a judgement.
- d) The fact that *Your* interests could be better achieved in another way.
- e) Whether *You* have a reasonable prospect of succeeding in the *Action*.

4 English Law

This contract is governed by English Law unless otherwise agreed.

5 Conflict of Interest

Unless a conflict of interest arises *You* are not covered for legal fees incurred before *Court Proceedings* are issued unless *You* use *Our* panel solicitors or their agents which *We* will appoint to act for *You*.

6 Language

The language for contractual terms and communication will be English

7 Cancellation

You may cancel this insurance at any time by writing to and providing fourteen days written notice to (VM Insurance). *We* may cancel the insurance by giving fourteen days notice in writing to *You* at the address shown on the motor insurance schedule, unless otherwise a change of address has been notified to *Your* insurance adviser. No refund of *Premium* shall be made.

General Exclusions

1 There is no cover: -

- Where the *Insured Incident* began to occur or had occurred before *You* purchased this insurance
- Where *You* fail to give proper instructions to *Us* or the *Adviser* or respond to a request for information or attendance by the *Adviser* within a reasonable period of time
- Where a reasonable estimate of *Your Advisers' Costs* is greater than the amount in dispute other than in relation to uninsured loss recovery claims
- Where *Your* act or omission prejudices *Your*, or the *Underwriter's* position in connection with the *Action*
- Where *Advisers' Costs* have not been agreed in advance or exceed those for which *We* have given *Our* prior written approval
- For *Advisers' Costs* incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- For the amount of *Advisers' Costs* in excess of *Our Standard Advisers' Costs* where *You* have elected to use an *Adviser* of *Your* own choice
- Where *You* have alternative insurance cover
- For claims made by or against the *Underwriters*, *Us* or the *Adviser*
- Where *Your* motor insurers repudiate the motor insurance policy or refuse indemnity
- For any claim arising from racing, rallies, competitions or trials
- For *Advisers' Costs* beyond those for which *We* have given *Our* prior written approval
- For an application for Judicial Review
- For appeals without the prior written consent of *Us*
- Prior to the issue of *Court Proceedings*, for the costs of any legal representative other than those of the *Adviser* unless a conflict of interest arises
- For any *Action* that *We* reasonably believe to be false, fraudulent, exaggerated or where *You* have made miss-representations to the *Adviser*
- Where at the time of the *Insured Incident* *You* were disqualified from driving, did not hold a licence to drive, were not insured to drive, or the *Vehicle* did not have a valid MOT certificate or Road Fund Licence or comply with any laws relating to its ownership or use
- For *Advisers' Costs* incurred in Part 8 Costs Proceedings under the Civil Procedure Rules
- For *Advisers' Costs* where the member is entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy
- Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by *You*
- For *Your* solicitors own costs where *Your* claim is being pursued under a Conditional Fee Agreement
- Where *You* should have reasonably have realised when purchasing this insurance that a claim under this insurance might occur
- For motoring prosecutions where *Your* motor insurers have agreed to provide *Your* legal defence
- For claims involving a novel point of law

2 Contracts (Rights of Third Parties) Act 1999

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.

Legal Helpline

You may contact the 24-hour, 365 days a year, Legal Helpline for legal advice on any motoring matter of concern. *You* should telephone 0843 658 5381 and quote “Hyundai Insurance Motor Legal Protection” to enable the Legal Helpline to deal with *Your* query. The Legal Helpline service is operated on behalf of *Our* panel of solicitors. Calls may be recorded for training and verification purposes.

How to Make a Claim

You should call Hyundai Insurance on 0844 836 7381 to report a claim under this insurance policy.

Hyundai Insurance will send details of *Your* claim to the *Adviser* who will contact *You* to discuss any uninsured loss or personal injury claims.

How to Make a Complaint

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 contact:

The Managing Director,
LawShield UK Ltd,
LawShield House,
850 Ibis Court,
Lakeside Drive,
Centre Park,
Warrington,
WA1 1RL

Tel: 0800 731 3942
Fax: 0845 077 0806
Email: customerrelations@lawshield-uk.com

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

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 and have an annual turnover of less than €2 million and fewer than ten staff. *You* may contact the Financial Ombudsman Service at:

The 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 Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Inter Partner Assistance SA 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 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

Data Protection

Your details and details of *Your* insurance cover and claims will be held by *Us* and or the *Underwriters* for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Authorisation

We are authorised and regulated by the Financial Conduct Authority. *Our* FCA Register number is 306793. *Our* permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FCA's register by visiting the website www.fca.org.uk/register or by contacting the FCA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the l'Autorité des Services et Marchés Financiers in Belgium (their regulatory arm) and regulated by the Financial Conduct Authority here in the UK. Their FCA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey
RH1 1PR

Registered No: FC008998

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