

Policy Wording - Motor Legal Protector Plus

DEFINITIONS

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this insurance:-

Claims Agent

Action Claims and Mortgages Limited, Action House, Demmings Road, Cheadle, Cheshire SK8 2PG.

Defendant

The person, company or partnership that the **Insured** alleges is responsible for the **Insured Incident**. Where a claim on this policy is made under Section 2, this may not be applicable.

Hire Vehicle

A hire vehicle, provided for **Your** use by a **Nominated Vehicle Supplier** in the event that the **Insured Incident** renders the **Insured Vehicle** legally unroadworthy. The **Hire Vehicle** may be provided for up to 72 hours of continuous hire immediately following an **Insured Incident**. If the **Insured Vehicle** is a car or motorcycle the **Hire Vehicle** will normally be a Group A car of about 1,000 cc or a motorcycle, as appropriate and when available. If the **Insured Vehicle** is a commercial vehicle the **Hire Vehicle** will normally be a similar type up to a maximum of 3.5 tonnes GVW.

Hire Charges

The charges involved in the provision of the **Hire Vehicle**. Only **Hire Charges** authorised by **Us** are covered under this policy. The maximum number of claims for **Hire Charges** in any one **Period of Insurance** is 2.

Insured Incident

Any road traffic accident (excluding claims for theft or fire) which results in damage to the **Insured Vehicle** or damage to any personal property owned by an **Insured Person** while in or on the **Insured Vehicle** or any injury to or death of an **Insured Person** whilst in on or mounting or dismounting from the **Insured Vehicle**.

Insured Person

The **Insured** and any authorised driver of or passenger carried in the **Insured Vehicle**.

Insured Vehicle.

The motorcar, motorcycle or commercial vehicle specified in the underlying policy of motor insurance taken out by the **Insured**.

Insured, You, Your

The person to whom this insurance has been issued and who has paid or promised to pay the premium.

Legal Costs and Expenses

The reasonable and irrecoverable costs incurred by the **Solicitor** on a standard basis which an **Insured Person** is ordered to pay by a civil court or which are agreed by negotiated settlement with **Our** agreement.

Limit of Indemnity

Is the maximum sum that the **Underwriters** will pay in aggregate in respect of all **Legal Costs and Expenses** incurred by the **Solicitors** or the **Defendant** in relation to the prosecution of a claim which is covered by this insurance, together with **Hire Charges** as specified in Section 2 of this policy, subject always to the maximum total indemnity of £100,000. (The Limit of Indemnity is £1,000 where the claim is brought in the Federal Republic of Germany.)

Nominated Vehicle Supplier

The hire company nominated by **Us** to provide **You** with a **Hire Vehicle**.

Period of Insurance

The period commencing from when the **Insured** pays or promises to pay the premium to the **Sales Agent**, to the expiry date of the underlying policy of motor insurance in force in respect of the **Insured Vehicle** which in no circumstances will exceed 12 months.

Prospects of Success

Reasonable prospects considered as a 51% or better chance of success.

Sales Agent

The person or company who arranged the underlying policy of motor insurance taken out by the **Insured**.

Solicitors

The appropriately qualified lawyer, legal representative or specialist consultant appointed by **Us** or the **Underwriters** to act on behalf of the **Insured**.

Territorial Limits

The United Kingdom, Channel Islands, Austria, Belgium, Finland, France, The Federal Republic of Germany, Ireland, Italy, Luxembourg, The Netherlands, Norway, Portugal, Spain, Sweden and Switzerland provided that the **Insured** has arranged a Green Card where recommended through the insurer who has issued the underlying motor insurance policy.

Underwriters

AmTrust Europe Limited of Market Square House, St James's Street, Nottingham, NG1 6FG.

We, Us, Our

The authorised **Claims Agent** of this insurance acting on behalf of the **Underwriters**.

COVER

Section 1 Legal Expenses

The **Underwriters** will indemnify the **Insured Person** against **Legal Costs and Expenses** incurred in the pursuit of a civil claim against a **Defendant** arising from an **Insured Incident**.

Section 2 Replacement Vehicle Cover

Following an **Insured Event** the **Underwriters** will:

Pay **Your** claim following an **Insured Incident** during the **Period of Insurance**

Pay for up to 2 claims by **You** in any one **Period of Insurance**

Provide this cover as long as **You**:

-are over 21 years of age, hold a full UK driving licence and hold a current motor insurance policy.

-make **Your** claim within 2 days of the **Insured Incident** and

-collect the **Hire Vehicle** from our **Nominated Vehicle Supplier** in the United Kingdom at the start of the hire period and **You** return the **Hire Vehicle** to our **Nominated Vehicle Supplier** in the United Kingdom and the end of the hire period.

Cover under both sections is subject always to: -

- You** having paid or promised to pay the premium.
- The **Insured Incident** taking place within the **Territorial Limits** and within the **Period of Insurance**.
- The claim having reasonable **Prospects of Success** (applies only to Section 1 cover and claims to recover **Hire Charges**).
- The maximum sum **We** will pay not exceeding the **Limit of Indemnity**.
- The terms and conditions of this Policy.

CONDITIONS

- 1 **We** can attempt to settle the claim prior to the appointment of **Solicitors** or the issue of legal proceedings.
- 2 **We** and/or the **Underwriters** can take over conduct of any claim at any time in the name of the **Insured Person**.
- 3 **We** and the **Underwriters** can issue proceedings for the **Underwriters'** benefit in the name of the **Insured Person** to recover any payments **We** have made under this insurance.
- 4 If **We** consider that it is appropriate to issue legal proceedings **We** shall nominate a solicitor to act on behalf of the **Insured Person**. The **Insured Person** may nominate a solicitor of their own choice however such solicitors must submit full details of their experience and expertise and must agree to work to **Our** standard terms and conditions for solicitors. In the event that we cannot agree such nomination the **Insured Person** will have the right to arbitration as set out in the conditions of this insurance.
- 5 The **Underwriters** have the right to withdraw indemnity under this insurance if the **Insured Person** is declared bankrupt, goes into liquidation (voluntary or otherwise) appoints a receiver or have a receiver appointed.
- 6 **We** and/or the **Underwriters** may cancel this insurance by giving the **Insured** 14 days' notice in writing by recorded delivery to the **Insured's** last known address.
- 7 **We** and/or the **Underwriters** may at **Our** discretion discharge all liabilities to the **Insured Person** by paying a sum equal to that claimed subject always to such sum not exceeding the **Limit of Indemnity**.
- 8 **You** and/or the **Insured Person** must:-
 - a Report all claims to **Us** without delay.
 - b Take all reasonable steps to minimise any amount claimed from the **Defendant**.
 - c Co-operate with **Us** at all times and forward any communications received in connection with an **Insured Incident** to **Us** without delay and supply **Us** with any information **We** require.
 - d Co-operate with the appointed **Solicitor** including giving such instructions as **We** require and keep the **Solicitors** and **Us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the claim.
 - e Advise **Us** immediately of any offers of payments to settle the claim.
 - f Not accept any offer of payment or enter into settlement negotiations without **Our** express agreement.
 - g Instruct the **Solicitor** to have the **Legal Costs and Expenses** assessed taxed or audited if **We** request such action.
 - h Co-operate fully with **Us** to assist **Us** to recover any **Legal Costs and Expenses** that have been reasonably incurred in connection with the pursuit of the claim, and/or any **Hire Charges** we have paid on **Your** behalf.
 - i Adhere to the terms and conditions of this insurance at all times.
- 9 If the **Insured Person** makes any claim under this policy which is fraudulent or false or where there is collusion between the **Insured Person** and the **Defendant** or any witnesses this policy shall be declared void.
- 10 In the event of a dispute arising between **You** and **Us**, **You** may ask for the dispute to be referred to an independent arbitrator who is acceptable to both parties. In the event that such an arbitrator cannot be agreed upon an arbitrator will be nominated by the President of the Bar Council and the decision will be binding upon both parties and the cost of the arbitration will be borne by the losing party.
- 11 Co-operate fully with **Us** and the **Solicitor** in any action or issue of legal proceedings that may be necessary to enforce any rights or remedies that **We** become or may become entitled to under subrogation upon **Us** paying or becoming liable to pay any losses under this policy.
- 12 The contract of insurance evidenced by this certificate will at all times be governed by English Law.

EXCLUSIONS

- 1 Any **Legal Costs and Expenses** and/or **Hire Charges** incurred prior to **Our** confirmation of indemnity being granted to **You** under this policy.
- 2 Any claims arising out of any deliberate criminal act or omission or fines and penalties imposed by a criminal court.
- 3 Any claims where the **Defendant** cannot be traced or does not hold valid motor insurance (does not apply to cover under section 2).
- 4 Any claims occurring from use of the **Insured Vehicle** for motor racing rallies speed trials or competitions of any kind.
- 5 Any claims made or legal proceedings between the **Insured** and **Insured Persons**.
- 6 Any claim where the **Insured Vehicle** is found to be in an unroadworthy condition or does not have a valid MOT certificate at the time of the **Insured Incident**.
- 7 Any claim not reported to **Us** within 90 days of the occurrence of the **Insured Incident** (in the case of claims under Section 2, this limitation is reduced to 2 days - see **Exclusions specific to Section 2**).
- 8 Any claims that **You** are indemnified for under any other policy of insurance.
- 9 Any claims or counter claims made against **You** by the **Defendant**.
- 10 Any claim arising from ionizing radiation or contamination from irradiated nuclear fuel or from any nuclear waste.
- 11 Any claim arising from riot civil commotion, war, invasion, acts of hostility by foreign powers, confiscation, nationalisation, requisition or damage to property by or under the order of any government.
- 12 Any claim relating to motor prosecution defence.
- 13 Any claim for Value Added Tax which may be reclaimable by **You** from HM Revenue and Customs.

Exclusions specific to Section 2 (Replacement Vehicle Cover)

- a) Any claim reported to **Us** more than 2 business days after the **Insured Incident**. (Except where **You** can satisfactorily provide evidence that it has been impossible for **You** to make such a report within the stated time.)
- b) All fuel costs, fare, fines and fees relating to the **Hire Vehicle** whilst in **Your** possession.
- c) Any claim where the **Insured Vehicle** was being used for hire or reward.
- d) A claim for an **Insured Incident** which is not covered under **Your** current motor insurance policy.
- e) Any further **Hire Charges** incurred after 72 continuous hours of hire.
- f) Any charges or penalties that are payable because **You** fail to return the **Hire Vehicle** to the **Nominated Vehicle Supplier** at the end of the period of hire.
- g) Sea transit charges in the delivery and collection of the **Hire Vehicle**.
- h) Any amount payable by **You** in the event of an accident or theft involving the **Hire Vehicle** during the period of hire.
- i) Any **Hire Charges** which may be recoverable from a third party.

CLAIMS PROCEDURE

If **You** wish to make a claim, **You** should contact the **Claims Agent** on 0845 194 9579

CANCELLATION

Written confirmation of the cancellation of the policy may be given at any time by **You** or by **Us** and/or the **Underwriters**. **We** and/or the **Underwriters** will give **You** a minimum of 14 days' notice of cancellation to enable **You** to find alternative cover. If you do not exercise **Your** right to cancel within the cooling off period the policy premium becomes due, **You** may not be entitled to a refund of premium and the policy may run for its full term. **You** may cancel the policy by giving **Us** written instructions or contact **Us** on 0845 194 9579.

COOLING OFF PERIOD

Before **You** accept this policy **You** have 14 days to review **Your** policy wording. If **You** are not totally happy with this policy and **You** have not made a claim **You** can write to the **Sales Agent** requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

COMPLAINTS PROCEDURE

If **You** have any complaint about **Your** Motor Legal Protector Plus policy **You** can contact the **Claims Agent**. **We** are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing.

We will contact **You** within five days of receiving **Your** complaint to tell **You** what action is being taken. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks then **You** will be told when **You** can expect an answer.

It is **Our** experience that most complaints can be resolved by speaking to the staff directly responsible for **Your** claim. Please call **Us** on 0845 194 9579 or write to Action Claims and Mortgages Limited, Action House, Demmings Road, Cheadle, Cheshire, SK8 2PG.

If **Your** problem isn't resolved **You** may contact the **Underwriters**, AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

The **Underwriters** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action they are taking. The **Underwriters** will try to resolve the problem and give **You** an answer within four weeks. If it will take the **Underwriters** longer than four weeks the **Underwriters** will tell **You** when **You** can expect an answer.

If the **Underwriters** have not given **You** an answer in eight weeks they will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **You** have to take action against the **Underwriters**.

If **You** are still not satisfied **You** can contact the Financial Ombudsman Service:
Financial Ombudsman Service, South Quay Plaza, 183 marsh Wall, London, E14 9SR.

FINANCIAL SERVICES COMPENSATION SCHEME

AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

This policy is provided by: AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered No. 202189. Tel 0115 941 1022.

Authorised and regulated by the Financial Services Authority **You** can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk or by contacting the FSA on 0845 606 1234.

Signed for on behalf of AmTrust Europe Limited.



K W Wardell
Managing Director

Remember

It is up to **You** to provide **Us** with all the information possible to prove that the other person was at fault. If they dispute **Your** version of the accident and **You** have no evidence (usually in the form of independent witnesses) to prove that **Your** version is true, the other person's insurers may offer only a part-settlement or no settlement at all. Witnesses are therefore vitally important. Please bear in mind that **We** recover **Your** losses from the other person's insurance company. They often do not offer such a speedy or helpful service as **You** would expect from **Your** own insurers.

Lastly, if **You** are injured **We** normally appoint an appropriately qualified lawyer to act for **You** from the inception of **Your** claim.