

Platinum Motor Legal Protector Policy Wording

DEFINITIONS

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

Claims Agent

Aim Legal Expenses Insurance Services Ltd.

Defendant

The person, company or partnership that the **Insured** alleges is responsible for the **Insured Incident**.

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** whilst in or on the **Insured Vehicle** or any injury to or death of an **Insured Person** whilst in or on 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 **Underwriter** will pay in aggregate in respect of all **Legal Costs and Expenses** incurred by the **Solicitor** or the **Defendant** in relation to the prosecution of a claim which is covered by this insurance subject always to the maximum indemnity of £100,000.

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**.

Solicitor

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

Territorial Limits

The United Kingdom, Isle of Man, Channel Islands, Austria, Belgium, Finland, The Federal Republic of France, 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.

Underwriter

AmTrust Europe Limited.

We, Us, Our

The authorised **Claims Agents** of this insurance acting on behalf of the **Underwriter**.

COVER

The **Underwriter** 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** subject to:-

- The **Insured** 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**.
- The maximum sum **We** pay not exceeding the **Limit of Indemnity**.
- The terms and conditions of this policy.

CONDITIONS

- We** can attempt to settle the claim prior to the appointment of **Solicitors** or the issue of legal proceedings.
- We** can take over conduct of any claim at any time in the name of the **Insured Person**.
- We** can issue proceedings for the **Underwriters** benefit in the name of the **Insured Person** to recover any payments **We** have made under this insurance.
- 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 **Solicitor** 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.
- The **Underwriter** has 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 has a receiver appointed.
- We** may cancel this insurance by giving the **Insured** 14 days notice in writing by recorded delivery to the **Insured's** last known address.
- We** 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**.
- You** and / or the **Insured Person** must;
 - Report all claims to **Us** within 30 days of the **Insured Incident**.
 - Take all reasonable steps to minimise any amount claimed from the **Defendant**.
 - 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.
 - Co-operate with the appointed **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 claim.
 - Advise **Us** immediately of any offers of payments to settle the claim.
 - Not accept any offer of payment or enter into settlement negotiations without **Our** express agreement.
 - Instruct the **Solicitor** to have the **Legal Costs and Expenses** assessed taxed or audited if **We** request such action.
 - Co-operate fully with **Us** to assist **Us** to recover any **Legal Costs and Expenses** **We** have had to pay on **Your** behalf that have been reasonably incurred in connection with the pursuit of the claim.
 - Adhere to the terms and conditions of this insurance at all times.
- If the **Insured Person** makes any claim under this policy which is fraudulent or false or misleading or where there is collusion between the **Insured Person** and the **Defendant** or any witnesses this policy shall be declared void.
- 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.
- 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.
- The contract of insurance evidenced by this certificate will at all times be governed by English Law.
- Where proceedings are to be commenced in respect of an **Insured Incident** occurring within the **Territorial Limits** and outside of the United Kingdom, the **Solicitor** shall initiate proceedings within the courts of the United Kingdom only.

REPRESENTATION

- We** have the right to make investigations into the case.
- We** also have the right to negotiate and settle the claim, in the **Insured** person's name, before a **Solicitor** is instructed.
- Where appropriate **We** will pass the claim to a **Solicitor** to be dealt with.

They will be instructed in the name of the **Insured** and may negotiate and settle the claim on **Your** behalf.

- (d) Where legal 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, **We** will only accept that appointment if the request is made in writing to **Us** and **We** are satisfied that the solicitor is able to deal with the case. They must sign **Our** Non-panel Solicitor Terms and Conditions and have a duty to minimise the costs of any claim and/or legal proceedings. Once **Your** chosen solicitor has been approved by **Us**, they will become the **Solicitor** subject to the terms and conditions of this policy. Indemnity under this policy to **Your Solicitor** will only commence when the need arises for proceedings to be issued and then only with **Our** acceptance. **You** must not change the **Solicitor** without **Our** prior written consent. This condition is subject to any rights of the **Insured** under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Any dispute arising from the **Insured** person's choice may be referred to arbitration as set out in Condition 10.

- (e) There will only be a transfer of representation to another **Solicitor** if there is a good reason to do so.

EXCLUSIONS

- Any **Legal Costs and Expenses** incurred prior to **Our** confirmation of indemnity being granted to **You** under this policy.
- Any claims arising out of any deliberate criminal act or omission or fines and penalties imposed by a criminal court.
- Any claims where the **Defendant** cannot be traced or does not hold valid motor insurance.
- Any claims occurring from use of the **Insured Vehicle** for motor racing rallies speed trials or competitions of any kind.
- Any claims made or legal proceedings between the **Insured** and **Insured Persons**.
- Any claim where the **Insured Vehicle** found to be in an unroadworthy condition or does not have a valid MOT certificate at the time of the **Insured Incident**.
- Any claim not reported to **Us** within 30 days of the occurrence of the **Insured Incident**.
- Any claims that **You** are indemnified for under any other policy of insurance.
- Any claims or counter claims made against **You** by the **Defendant**.
- Any claim arising from ionizing radiation or contamination from irradiated nuclear fuel or from any nuclear waste.
- Any claim arising from riot civil commotion war invasion acts of hostility by foreign powers confiscation nationalization requisition or damage to property by or under the order of any government.
- Any claim relating to motor prosecution defence.
- Any legal proceedings dealt with by a court or other body, outside the United Kingdom and/or to which **We** have not agreed.

CLAIMS PROCEDURE

If **You** wish to make a claim, **You** should contact the **Claims Agent** or **Sales Agent** who arranged cover for **You**. **You** can telephone the **Claims Agent** on 0330 123 0899.

CANCELLATION

Written confirmation of the cancellation of the policy may be given at any time by **You** or by **Us**. **We** 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 contacting **Your Sales Agent**.

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 **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 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 inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an

answer within four weeks. If it will take **Us** longer than four weeks **We** will tell **You** 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 0161 947 7000 or write to the;

Managing Director, AIM Legal Expenses Insurance Services Limited, Room 300, 3rd Floor, Broadstone Mill, Broadstone Road, Reddish, Stockport, SK5 7DL.

If **We** have not given **You** an answer in eight weeks **We** 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 **Us**.

Once **You** have received **Your** final response from **Us**, and 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. By telephone on 0845 080 1800 or 0300 123 9 123 or by email complaint.info@financial-ombudsman.org.uk

Whole Agreement

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 business and 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 internet at www.fscs.org.uk or be contacted on 0800 678 1100.

This policy is provided by: AmTrust Europe Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered Number 1229676. FSA Firms Reference Number 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.

Data Protection & Privacy Statements

Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Ltd, **You** have consented to the use of **Your** data as described below.

Data Protection Policy

We are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance **Policy** will be regarded as having read and accepted these Terms and Conditions.

Sensitive Information

Some of the personal information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy** documents.

How we use and protect your information and who we share it with

We will use **Your** information to manage **Your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, **Administrators**, third party underwriters and reinsurers.

Your information comprises of all the details **We** hold about **you** and **your** transactions and includes information obtained from third parties. **We** may use and share **Your** information with other members of the AmTrust group companies (The Group). **We** will provide an adequate level of protection to **Your** data.

We do not disclose **Your** information to anyone outside The Group except:

- Where **We** have **Your** permission
- Where **We** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **Us** or **You**
- Where **We** may transfer rights and obligations under this agreement.

We may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Your Rights

Under the Data Protection Act 1998 **You** have the right to see a copy of the personal information **We** hold about **You**, if **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. To provide a copy of the information **We** may ask **You** for a small fee.

Marketing

AmTrust Europe will not use **Your** data for marketing purposes. All information provided is used to manage **Your** insurance policy only.

This policy is underwritten by AmTrust Europe Limited.