



cornmarket
insurance services

Claims Number

028 9032 2607

Motor Legal Protector
Policy Wording

This is a summary of the main features of the Motor Legal Protector Insurance Policy arranged by Commarket Insurance Services Ltd on your behalf. This policy summary does not contain the full terms and conditions of the insurance contract. These can be found in the policy document. The period of cover is for 12 months following acceptance of the proposal form and payment of the premium.

Significant features and benefits

- In order to obtain cover your case must have a 51% or better chance of success. The insurance covers you for Opponents' costs, Own Solicitors Costs and Own Disbursements, if you become liable to pay those costs, up to £100,000.
- **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.
- **Personal Injury** – Your death or personal injury suffered as a result of an Insured Event.
- **Motor Prosecution Defence** – Any prosecution brought against you in connection with your lawful use of the Insured Vehicle within the Territorial Limits.
- **Motor Consumer Dispute** – The pursuit or defence of any claim; i) arising out of the sale, purchase, hire purchase, or lease of the Insured Vehicle. ii) relating to the testing, servicing or repair of the Insured Vehicle where the amount is in dispute. iii) relating to the testing, servicing or repair of the Insured Vehicle excluding claims less than £100 or in excess of £5,000.
- **Pothole Damage** – to pursue a relevant local authority for damage caused to an Insured Vehicle on a public highway as a consequence of a pothole.
- **Illegal Clamping and Towing** – to pursue the recovery of illegal clamping or towing fees related to the Insured Vehicle.
- **Unenforceable Parking Fines** – an appeal to the local authority or independent adjudicator against an unenforceable parking fine.
- **Vehicle Identity Theft** – the removal of any criminal or civil judgements wrongly entered against you.
- You also have access to a legal helpline to discuss any legal problem concerning you.

Significant exclusions or limitations

All exclusions and limitations are set out in the policy. Significant exclusions or limitations include:

- Opponents Costs, Own Solicitor's Costs and Own Disbursements incurred prior to our confirmation of indemnity being granted (Definitions & What is not Covered 2.1).
- Litigation that would ordinarily be allocated to the Small Claims track, or any other proceedings or dispute resolution process where costs are not deemed to be recoverable inter-parties (Definitions & What is not Covered 2.2).
- 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 (Definitions & What is not Covered 2.5).
- Any claim not reported to us within 90 days of the occurrence of the Insured Event (Definitions & What is not Covered 2.11).
- For Motor Prosecution Defence Claims you must tell Us immediately when you receive notice of prosecution and/or your summons to avoid any part of your claim not being covered (General Conditions 3.6.1).
- Any claim covered by another legal expenses insurance policy, or any claim that would have been covered by another policy if this policy did not exist. In the event that there is another policy that provides an indemnity, then the limit of indemnity under that policy must be exhausted before your cover with us can be called upon to make any payment. (Dual Insurance 13.1).
- Any percentage uplift applied to Own Solicitor's Costs under any conditional fee agreement or any fee charged based on a percentage of the damages the Insured Person recovers under a damages based agreement. (Definitions, Own Solicitor's Costs).
- You will not be entitled to indemnity if, without the Underwriters approval, you conclude a settlement with the Opponent or discontinue the Litigation on terms which preclude your recovery of Own Solicitor's Costs and Own Disbursements. (Definitions & Terms applicable to Own Solicitors Costs and Own Disbursements 5.3.5).

Making a claim

Any claim under the policy should be notified to AmTrust Europe Limited in accordance with the policy (8. Claims Procedure).

Cancellation rights

We may cancel this policy by giving you a minimum of 14 days' notice of cancellation to enable you to find alternative cover.

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 contact the Agent requesting that your insurance is cancelled and that any monies paid be returned. We will then cancel your insurance. If you decide to cancel outside of this 14 day period, no refund will be available.

If we cancel the policy and you have not made a claim during the current Period of Insurance, you will receive a refund of premium for any full months of cover remaining. You may cancel the policy by writing to Commarket Insurance Services Ltd, (6. Ending this Policy).

What to do if you have a complaint?

We are committed to providing you with a first class service at all times. If, however, you are not happy with any part of the service you have received then you should initially contact the complaints department detailed within the policy wording.

Alternatively, at any stage, you may have the right to contact the Financial Ombudsman Service who can review complaints from eligible complainants.

Further information can be found at www.fos.org.uk (16.Customer Satisfaction).

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or be contacted on 0800 678 1100. AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk. AmTrust Europe Limited is registered in England and Wales under number 01229676. (16.2 Financial Services Compensation Scheme).