



cornmarket
insurance services

Claims Number

028 9032 2607

Motor Legal Protector
Policy Wording

Motor Legal Protector Including PI

In deciding to accept this policy and in setting the terms and premium, we have relied on the information you have given us.

You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information we will treat this policy as if it never existed and decline all claims.

If we establish that you carelessly provided us with false or misleading information it could adversely affect Your policy and any claim. For example, we may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered;
- amend the terms of Your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by Your carelessness;
- reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged you; or
- cancel Your policy in accordance with the right to cancel condition below.

If you become aware that information you have given us is inaccurate, you must inform Your broker as soon as practicable.

You must inform us if any of the following information changes:

- Name of Insured
- Address of Insured
- Make/Model of vehicle

DEFINITIONS

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

Claim	Means a claim for damages or the defence of Your rights arising out of an Insured Event .
Claims Agent	Plantec Assist Ltd.
Court	Means 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 to whom this insurance has been issued and who has paid the premium.
Insured Event	(i) A Road Traffic Accident arising from the negligence of a Third Party involving the Insured Vehicle . For the purposes of the Limit of Indemnity , only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time. (ii) For Vehicle Identity Theft Claims, the misappropriation of the vehicle registration mark of the Insured Vehicle without Your knowledge or consent. The vehicle mark details are then used to obtain goods, services or to commit motoring offences or contravene any congestion zone fees or commit parking offences.
Insured Liability	Your legal obligation to pay Opponents' Costs , Own Solicitor's Costs and Own Disbursements which We have agreed to provide cover for up to the Limit of Indemnity .
Insured Person / You / Your	The Insured and any authorised driver of or passenger carried in or on the Insured Vehicle .
Insured Vehicle	The motorcar, motorcycle or commercial vehicle specified in the underlying policy of motor insurance taken out by the Insured .
Limit of Indemnity	Is the maximum sum that the Underwriter will pay in aggregate in respect of Your Insured Liability in relation to the Litigation subject always to the maximum indemnity of £100,000.00.
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 .
Opponent	The person opposing You in the Litigation .
Opponent's Costs	Opponent's legal fees, disbursements and expenses which You are ordered to pay by a Court or which, with Our approval, the Insured Person : 1. Agrees to pay; 2. Becomes liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or 3. Becomes liable to pay by discontinuing the Litigation under Part 38 of the Civil Procedure Rules.
Order	Means an order made by the Court in connection with the Litigation .
Own Disbursements	Means the Insured Person's liability for the following, reasonably and proportionally incurred, expenses: 1. Medical Records; 2. Experts Reports; 3. Court Fees; 4. Witness expenses; 5. 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 an Insured Person has 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 the Insured Person recovers under a damages based agreement.

Period of Insurance	The period commencing from when the Insured pays the premium to the 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	The reasonable prospects, which are considered to be a 51% or better, chance of making a successful recovery from the Opponent and where the Insured Person's Claim outweighs the Own Solicitor's Costs and Own Disbursements of pursuing the Claim or where there is a 51% or better chance of successfully defending a Claim or prosecution brought against You .
Road Traffic Accident	An incident occurring within the Territorial Limits cause by or arising out of the use of the Insured Vehicle during the Period of Insurance on a public highway or on a private road or other public place for which You are not at fault and for which another known party is at fault.
Small Claims Track	Any Litigation that would ordinarily be allocated to the Small claims track, or any other proceedings or dispute resolution process whereby costs are not deemed to be recoverable between the parties.
Solicitor	The appropriately qualified lawyer or legal representative appointed to act on behalf of the Insured Person .
Territorial Limits	The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, the European Union, Andorra, Iceland, Lichtenstein, Norway and Switzerland .
Third Party	The other person and/or party responsible for the Insured Event , excluding You .
Underwriter	AmTrust Europe Limited.
Uninsured Loss	Means any loss sustained by the Insured Person arising out of an Insured Event where such loss is recoverable from the insurers of the Opponent .

We, Us, Our AmTrust Europe Limited.

In this policy:

- Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the policy commencement date.
 - Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.
 - 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.
 - The headings in this policy are for reference only and shall not be considered when determining the meaning of this policy.
- 1. What is Covered**
- The **Underwriter** will indemnify the **Insured Person** against their **Insured Liability** for any **Claim** arising from an **Insured Event** for:
 - 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**;
 - arising out of the sale, purchase, hire purchase, or lease of the **Insured Vehicle**.
 - relating to the testing, servicing or repair of the **Insured Vehicle** where the amount is in dispute.
 - 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**.
 - The **Underwriter** will indemnify the **Insured Person** against their **Insured Liability** in relation to the above subject to:
 - The **Insured** having paid the premium;
 - The **Insured Event** taking place within the **Territorial Limits** and within the **Period of Insurance**;
 - The **Litigation** having **Prospects of Success**;
 - The maximum sum **We** pay not exceeding the **Limit of Indemnity**;
 - The terms and conditions of this policy.

2. What is not Covered

- Any **Opponents Costs**, **Own Solicitor's Costs** and **Own Disbursements** incurred prior to **Our** confirmation of indemnity being granted to **You** under this policy.
- Any **Litigation** that would ordinarily be allocated to the **Small Claims Track**.
- Any appeal against any **Order** made in the **Litigation**.
- Any **Claims** arising out of any deliberate criminal act or omission committed by the **Insured Person**, or fines and penalties imposed by a criminal court.
- 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.
- Any **Claims** where the **Opponent** cannot be traced or does not hold valid motor insurance.
- Any **Claim** where the **Insured** does not hold a valid motor insurance policy and/or where the motor insurers are entitled to avoid cover under that motor insurance policy.
- Any **Claims** occurring from use of the **Insured Vehicle** for motor racing rallies speed trials or competitions of any kind.
- Any **Claims** made or **Court** proceedings between the **Insured** and **Insured Persons**.
- 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 Event**.
- Any claim not reported to **Us** within 90 days of the occurrence of the **Insured Event**. For Motor Prosecution Defence claims **You** must tell **Us** immediately if **You** suspect that **Your** vehicle identity has been stolen, or when **You** receive notice of prosecution and/or **Your** summons to avoid any part of **Your Claim** not being covered.

- 2.12 Any **Claims** or counter claims made against **You** by the **Opponent**.
- 2.13 Any **Claim** arising from ionizing radiation or contamination from irradiated nuclear fuel or from any nuclear waste.
- 2.14 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.
- 2.15 Any legal proceedings dealt with by a court or other body, outside the United Kingdom and/or to which **We** have not agreed.
- 2.16 Any losses or damage which are not directly associated with an **Insured Event**.
- 2.17 Any **Claim** relating to group actions, representative actions or group litigation orders.

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 the name of the **Insured Person**.
- 3.3. **We** can issue **Court** proceedings for the **Underwriters** benefit in the name of the **Insured Person** to recover any payments **We** have made under this insurance.
- 3.4. **We** may at **Our** discretion discharge all liabilities to the **Insured Person** 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** and /or the **Insured Person** must:
 - 3.6.1 Report all **Claims** to **Us** without delay and not later than 90 days after the **Insured Event**. **You** must tell **Us** immediately;
 - i) if **You** suspect that **Your** vehicle identity has been stolen
 - ii) when **You** receive notice of prosecution and/or **Your** summons;to avoid any part of **Your Claim** not being covered.
 - 3.6.2 **You** must contact **Us** before **You** pay or agree to pay any costs relating to **Your Claim**. Take all reasonable steps to minimise **Your Insured Liability**.
 - 3.6.3 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.
 - 3.6.4 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 **Claim**.
 - 3.6.5 Advise **Us** immediately of any offers of payments to settle the **Claim**.
 - 3.6.6 Not accept any offer of payment or enter into settlement negotiations without **Our** express agreement.
 - 3.6.7 Co-operate fully with **Us** to assist **Us** to recover any payments **We** have made on **Your** behalf in respect of **Your Insured Liability**.
 - 3.6.8 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 where there is collusion between the **Insured Person** and the **Opponent** or any witness/es this policy shall be declared void from the date of the fraudulent act. If **You** make a claim that is false or fraudulent in any way, **We** have no liability to pay **Your** claim. Any payments already made in relation to the fraudulent claim are recoverable. **We** may treat the policy as terminated from the time of the fraudulent act and premiums will not be returned.

4. Representation

- 4.1 **We** have the right to make investigations into the case.
- 4.2 **We** also have the right to negotiate and settle the losses arising from the **Insured Event**, in the **Insured Person's** name, before a **Solicitor** is instructed.
- 4.3 Where appropriate **We** will pass the **Claim** to a **Solicitor** to be dealt with. They will be instructed in the name of the **Insured Person** and may negotiate and settle the **Claim** for losses arising from the **Insured Event** on **Your** behalf.
- 4.4 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**.
- 4.5 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 any rights of the **Insured Person** under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

5. Terms applicable to Own Solicitors 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 Any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** is subject to the following conditions:
 - 5.2.1 It is necessary to incur **Own Solicitor's Costs** and **Own Disbursements** in order to prosecute **Your** case and they are reasonable and proportionate in amount;
 - 5.2.2 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 prosecute the case and is reasonable and proportionate in amount;
 - 5.2.3 **You** will repay any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** if **We** pay them and they are subsequently recovered from the **Opponent**;
 - 5.2.4 **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; and
 - 5.2.5 **You** will not be entitled to indemnify 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**.
 - 5.2.6 In the event of **You** appointing **Your** own solicitor **We** will only be liable to pay **Own Solicitors 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. Ending this Policy

- 6.1 **We** may cancel this policy by giving **You** a minimum of 14 days' notice of cancellation to enable **You** to find alternative cover.
- 6.2 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 **Your** agent on the details shown in **Your** schedule requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

- 6.3 If **You** or **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.
- 6.4 **Your** policy may be cancelled by **Us** in the event of:
 - 6.4.1 an **Insured Person** making a claim of a fraudulent or false nature. In these circumstances there will be no return of premium.
 - 6.4.2 **Your** Motor Insurance Policy arranged through the participating agent is cancelled.
 - 6.4.3 **Your** circumstances change and **You** are no longer able to make a claim.

7. Legal Helpline

- 7.1 The helpline services may be used to discuss any legal problem concerning **You**.
- 7.2 If **You** are concerned about any legal issue affecting **You** simply telephone 0115 934 9800.

8. Claims Procedure

- 8.1 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.

Before contacting **Us**, please ensure that **You** have a copy of **Your** policy schedule and policy wording as **You** will be required to provide this. **Our** Legal Claims team will provide **You** with a claim form which **You** will need to complete and return along with supportive relevant documents for **Us** to consider **Your** claim.

Vehicle Identity Theft Claims Conditions

If **You** discover **Your** vehicle identity has been stolen **You** must file a Police report within 12 hours of discovering the vehicle identity theft.

If **You** wish to make a claim under sections 1.1.3 to 1.1.8 on this insurance policy please contact the Legal Claims team;

Tel: 0115 934 8829 or email: legalclaims@amtrusteu.co.uk

Alternatively **You** can write to **Us** at; Legal Claims, AmTrust Europe Limited, 11 th Floor, Market Square House, St James's Street, Nottingham, NG1 6FG.

- 8.2 If **You** wish to make a **Claim** under section 1.1.1 for **Uninsured Loss** and 1.1.2 for Personal Injury **You** should contact the **Claims Agent**: Plantec Assist Limited, Unit 21, The Shakespeare Centre, 43-51 Shakespeare Street, Southport, PR8 5AB or email claims@plantecassist.co.uk

9. Subrogation

- 9.1 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.

10. Contracts (Rights of Third Parties) Act 1999

- 10.1 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.

11. Dishonest and fraudulent claims

- 11.1 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 **Opponent** or any witness/es this policy shall be declared void from the date of the fraudulent act. If **You** make a claim that is false or fraudulent in any way, **We** have no liability to pay **Your** claim. Any payments already made in relation to the fraudulent claim are recoverable. **We** may treat the policy as terminated from the time of the fraudulent act and premiums will not be returned.

12. Assignment

- 12.1 **You** may not assign **Your** rights under this policy without **Our** prior written consent.

13. Dual insurance

- 13.1 **We** will not pay 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 in respect of the **Claim**, then the limit of indemnity under that policy must be exhausted before **Your** cover with **Us** can be called upon to make any payment. In the event of such policy not responding to **Your** claim for whatever reason, **We** will only pay in excess of the amount that would have been paid had such other policy responded.

14. Disputes

- 14.1 Any dispute between **You** and **Us** 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 Nottingham 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.

15. Governing law

- 15.1 **We** and **You** agree that this policy shall be construed in accordance with the laws of England and Wales.

16. Customer satisfaction

- 16.1 **If Your complaint is about the way a policy was sold to you**
If at any time **You** have any query or complaint regarding the way the policy was sold, **You** should in the first instance refer to the Insurance intermediary who sold the policy to **You**.

If Your complaint is about the administration of the policy

At AmTrust Europe Limited, **We** aim to give **Our** Insured a high level of service at all times. However if **You** have a complaint about **Your** policy please contact:

AmTrust Europe Limited, Complaints Department, 8 th Floor, Market Square House, St James's Street, Nottingham, NG1 6FG. Tel: 0115 934 9852. **You** will be contacted within five working days of receipt of **Your** complaint with confirmation of what action is being taken. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks then **We** will tell **You** when to expect an answer.

Alternatively, at any stage, **You** may have the right to contact the Financial Ombudsman Service who can review complaints from eligible complainants which includes private individuals and sole traders and small partnerships with a yearly turnover of less than £1million. Further information can be found at www.fos.org.uk

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.
Email: complaint.info@financial-ombudsman.org.uk
Telephone: 0800 023 4567 or 0300 123 9 123.

This complaints procedure does not affect any legal right you have to take action against us.

17. Financial Services Compensation Scheme

17.1 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.

PRIVACY AND DATA PROTECTION NOTICE

1. DATA PROTECTION

AmTrust Europe Limited (the Data Controller) are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process Your personal data, for more information please visit our website at www.amtrusteurope.com

2. HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

We may use the personal data we hold about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from us or which we feel may interest you. We will also use Your data to safeguard against fraud and money laundering and to meet our general legal or regulatory obligations.

3. SENSITIVE PERSONAL DATA

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

4. DISCLOSURE OF YOUR PERSONAL DATA

We may disclose Your personal data to third parties involved in providing products or services to us, or to service providers who perform services on our behalf. These include our group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. INTERNATIONAL TRANSFERS OF DATA

We may transfer Your personal data to destinations outside the European Economic Area ("EEA"). Where we transfer Your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with the Legislation.

6. YOUR RIGHTS

You have the right to ask us not to process Your data for marketing purposes, to see a copy of the personal information we hold about you, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

7. RETENTION

Your data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning our use of Your personal data, please contact **The Data Protection Officer, AmTrust International - please see website for full address details.**

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.