



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:

Agent	Protector Policies Limited
Claim	Means a claim for damages or the defence of Your rights arising out of an Insured Event .
Claims Agent	Chief Vehicle Rentals Limited, The Coachworks, Roundham Road, Paignton, Devon, TQ4 6DS.
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	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this cover. 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.
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 £50,000.00.
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 : <ol style="list-style-type: none">1. Agrees to pay;2. Becomes liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or3. 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: <ol style="list-style-type: none">1. DVLA Search fees;2. Police Accident Report;3. Experts Reports;4. Court Fees;5. Witness expenses;6. 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 .
Small Claims Track	Any Litigation that would ordinarily be allocated to the Small claims track, being the normal track in Court proceedings for a claim for personal injuries where the value of the claim is not more than £10,000 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, Isle of Man, Channel Islands, Austria, Belgium, Finland, 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.
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	The authorised Claims Agents acting on behalf of the Underwriter .

In this policy:

1. 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.
2. 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.
3. 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.
4. 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

- 1.1 The **Underwriter** will indemnify the **Insured Person** against their **Insured Liability** for any **Claim** arising from or out of:
 - 1.1.1 **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.
 - 1.1.2 **Motor Prosecution Defence** - Any prosecution brought against **You** in connection with **Your** lawful use of the **Insured Vehicle** within the **Territorial Limits**.
- 1.2 The **Underwriter** will indemnify the **Insured Person** against their **Insured Liability** in relation to the above subject to:
 - 1.2.1 The **Insured** having paid the premium;
 - 1.2.2 The **Insured Event** taking place within the **Territorial Limits** and within the **Period of Insurance**;
 - 1.2.3 The **Litigation** having **Prospects of Success**;
 - 1.2.4 The maximum sum **We** pay not exceeding the **Limit of Indemnity**;
 - 1.2.5 The terms and conditions of this policy.

2. What is not Covered

- 2.1 Any **Opponents Costs, Own Solicitor's Costs** and **Own Disbursements** incurred prior to **Our** confirmation of indemnity being granted to **You** under this policy.
- 2.2 Any **Litigation** that would ordinarily be allocated to the **Small Claims Track**.
- 2.3 Any appeal against any **Order** made in the **Litigation**.
- 2.4 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.
- 2.5 **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.
- 2.6 Any **Claims** where the **Opponent** cannot be traced or does not hold valid motor insurance.
- 2.7 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.

- 2.8 Any **Claims** occurring from use of the **Insured Vehicle** for motor racing rallies speed trials or competitions of any kind.
- 2.9 Any **Claims** made or **Court** proceedings between the **Insured** and **Insured Persons**.
- 2.10 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**.
- 2.11 Any **Claim** not reported to **Us** within 90 days of the occurrence of the **Insured Incident**.
- 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 **Claims** for death or personal injury.
- 2.17 Fare paying passengers.

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**. 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.
 - 3.6.2 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 **Litigation**.
- 3.6.5 Advise **Us** immediately of any offers of payments to settle the **Litigation**.
- 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.

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 **We** shall only be liable to pay **Own Solicitor's Costs** and **Own Disbursements** to the extent that **You** do not recover **Own Solicitor's Costs** and **Own Disbursements** from the **Opponent** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or **Order** as to **Own Solicitor's Costs** and **Own Disbursements**.
- 5.3 Any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** is subject to the following conditions:

- 5.3.1 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;
- 5.3.2 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;
- 5.3.3 **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**;
- 5.3.4 **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
- 5.3.5 **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**.
- 5.3.6 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 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. The initial policy charge is non-refundable.
- 6.2 If **You** cancel the policy there will be no refund of premium.
- 6.3 **You** may cancel the policy by contacting **Your Agent**.

7. Legal Helpline

- 7.1 The helpline services may be used to discuss any legal or tax problem concerning **You**.
- 7.2 If **You** are concerned about any legal issue affecting **You** simply telephone **01455 254 281**
- 7.3 This service is here to help **You**. Do not hesitate to make full use of it.

8. Claims Procedure

- 8.1 If **You** wish to make a **Claim**, **You** should contact the Claims Agent, Chief Vehicle Rentals Limited, The Coachworks, Roundham Road, Paignton, Devon, TQ4 6DS.

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 **Court** makes a finding of fraud this policy shall be cancelled from the outset and all rights that **You** have under this policy shall be forfeited. **We** shall be entitled to recover any payments **We** have previously made.

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 **Litigation**, 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 London 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 **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 **Claims Agent** at the address below.

Chief Vehicle Rentals Limited, The Coachworks, Roundham Road, Paignton, Devon, TQ4 6DS. Telephone 01803 663 838.

You will be contacted within five working days of receipt of **Your** complaint with confirmation of what action is being taken. Chief Vehicle Rentals Limited will try to resolve the problem and give **You** an answer within four weeks. If it will take them longer than four weeks then they will tell **You** when to expect an answer.

If **You** are unsatisfied with **Our** response or if **Your** complaint cannot be resolved within eight weeks of receipt **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. The Financial Ombudsman Service can normally deal with complaints from private individuals. If **You** are a small business, charity or

trust, then **You** should contact the Financial Ombudsman Service to see if they can consider **Your** complaint.

The address is: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR.

Email: complaint.info@financial-ombudsman.org.uk

Telephone: **0800 023 4567** from landlines and **0300 123 9 123** from mobiles

www.fos.org.uk

The Financial Ombudsman Service's decision is binding upon **Us**, but **You** are free to reject it without affecting **Your** legal rights.

16.2 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.

17. Data Protection & Privacy Statements

17.1 Data Transfer Consent

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

17.2 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.

17.3 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.

17.4 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.

17.5 **Your Rights**

Under the Data Protection Act 1998 **You** have certain rights regarding access to **Your** information. **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.

17.6 **Marketing**

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