



AmTrust Europe
An AmTrust Financial Company

Motor Legal Protector Policy Summary

PROVIDED BY AMTRUST EUROPE LIMITED

This is a summary of the main features of the Motor Legal Protector Insurance Policy arranged by AmTrust Europe Limited 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.

This policy is suitable for someone seeking insurance cover for legal costs incurred pursuing a claim for the recovery of uninsured losses following a non-fault road traffic accident excluding claims for personal injury.

Alternatively it will provide cover for motor prosecution defence for any prosecution brought against you in connection with the insured vehicle.

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.

The policy covers legal costs incurred pursuing a claim for damage to the insured vehicle; damage to personal property owned by the Insured or for which the Insured is responsible whilst in the Insured Vehicle; other uninsured losses such as policy excess, hire charges, loss of earnings.

You also have access to a legal helpline to discuss any legal or tax problem concerning you.

Significant exclusions or limitations

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

- Any claims for death or personal injury (What is not Covered 2.15)
- Opponents Costs, Own Solicitors 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 Solicitors 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 2.10).
- 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 Action 365 Ltd 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 your sales agent requesting that your insurance is cancelled and that any monies paid be returned. We will then cancel your insurance.

There will be no return of premium after the 14 days. You may cancel the policy by contacting your sales agent outlined in your policy. (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 Action 365 as outlined in your policy.

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 Financial Ombudsman Service's decision is binding upon us, but you are free to reject it without affecting your legal rights. (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).