This Motor Legal Expenses Insurance and Guaranteed Prestige Hire Vehicle policy has been arranged by Kindertons Limited on behalf of AmTrust Europe Limited.

Kindertons Limited and AmTrust Europe Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA’s register by visiting the FSA’s website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

A Free Legal Advice line is offered through Kindertons Limited, so for advice on accidents whilst motoring please telephone 0843 515 8801.

In return for the payment by the Insured of the premium payable for this policy of insurance We will provide before the event legal expenses insurance and prestige guaranteed Hire Vehicle insurance on the terms set out below.

DEFINITIONS

Authorised Representative(s)

A solicitor, counsel, claims handler or mediator or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured persons interests.

Civil claim

A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made.

Commencement Date

The date shown on the policy Schedule confirming when cover comes into force.

Condition

An obligation which You must perform. If a Condition is not performed by You We will not be under any liability to pay You anything under the terms of this policy.

Defendant's costs

Legal costs and expenses the Insured or Insured person or any other vehicle defendant by Court Order, or may pay with your sums by way of costs, charges or fees directly recovered from the Defendant's costs and any associated costs will be Your responsibility.

Free Legal Advice

Initial advice over the telephone as to whether or not You have Reasonable prospects of success in respect of an accident or employment issue. Limited to two inbound telephone calls of a total duration not lasting more than 15 minutes.

Hire Vehicle

The class of vehicle designated on Your policy Schedule.

Hire Company

The company that We instruct to give You the Hire Vehicle.

Hire Period

The maximum period, as shown in your policy Schedule, that We will pay for the Hire Vehicle.

Insured(s)

The person named in the Schedule to this policy.

Insured person(s)

Any authorised owner or occupant of the Insured vehicle including the passenger.

Insured Vehicle

The motor vehicle identified as the Insured Vehicle in the policy Schedule or any other vehicle which We may, after receiving a written request from You, accept in substitution for that vehicle.

Insurer

AmTrust Europe Limited

Legal advice

Advice given by an Authorised Representative.

Legal proceedings

A claim for damages or compensation pursued in a court of law within Great Britain.

Limit of Cover

The amount payable for the Hire Period that may be utilised for any one claim or in aggregate for 2 claims up to a maximum of 14 days in total covered by this policy in the Period of Cover.

Maximum amount

The total amount stated in the schedule to this policy that We will be liable to pay in aggregate for Professional Fees and Defendant's costs for any and, if more than one, all claims made under this policy.

Period of cover

The period stated in the Schedule to this policy.

Professional Fees

Legal fees and costs reasonably and properly incurred by the Authorised Representative, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of Your claim.

Reasonable prospect of success

A prospect in excess of at least 51% of obtaining the payment of damages or compensation from another party.

Schedule

The document that identifies the policyholder and sets out details of the cover Your policy provides.

Small claim(s)

A claim for damages or compensation which is or may if Legal proceedings are issued be allocated to the Small claims jurisdiction of the courts of Great Britain.

Territorial Limits

Great Britain.

Third Party

Any other person(s) and/or party(s) responsible for the incident giving rise to a claim on this policy.

Un-Driveable

The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of a road traffic collision.

We, Our, Us

Kindertons Limited as agents for the Insurer.

You, Your

The person named as the Insured in the Schedule to this policy or an Insured person.

Your claim

A claim by You falling within the Cover section below.

COVER (Motor Legal Expenses Insurance)

1. Free Legal Advice

Simply telephone 0843 515 8801 for Free Legal Advice on accidents whilst motoring

Save as excluded below We will pay as follows:

2. Motor Uninsured Loss Recovery

Professional Fees of any Civil claim for damages or compensation in respect of death or bodily injury sustained by You in a road traffic accident and/or uninsured losses incurred, within Great Britain, where Your cause of action occurred during the Period of cover stated in the Schedule to this policy.

The Defendant's costs of any claim covered under cover section 2 above which You may become liable to pay.

COVER (Guaranteed Prestige Hire Vehicle Insurance)

1. If the Insured Vehicle is damaged and rendered Un-Driveable or a total loss by a road traffic collision which was Your fault, (excluding if due to glass damage) and the incident occurs within the Territorial Limits, We will arrange for a Hire Vehicle, for Your use only until the Insured Vehicle is repaired or until 3 days following payment has been issued to You in settlement of Your vehicle claim in any event not exceeding the Limit of Cover.

2. Use of the Hire Vehicle is covered for use within the Territorial Limits only.

3. All vehicles are fully serviced, less than 3 years old and will be of the group or higher that specified in your policy Schedule.

4. If, due to circumstances beyond Our control We cannot arrange a Hire Vehicle for You we may, at Our discretion, reimburse transportation costs up to the rate we would pay for the rental per day for the Hire Period.

CONDITIONS (Motor Legal Expenses Insurance)

You must comply with the following obligations each of which is a Condition of this policy:

1. Ensure that the event involving the use of the Insured vehicle(s) giving rise to a claim under this policy is covered by a policy of compulsory insurance complying with the requirements of s.143 and s.145 to s.147 of the Road Traffic Act 1988 which is known to be on risk and indemnity has not been repudiated nor refused by the insurer issuing the policy.

2. Ensure that We receive notification of any event which may give rise to any claim under this policy as soon as reasonably possible.

3. Ensure that We receive a claim form for any claim under this policy not later than 180 days after the event giving rise to Your claim.

4. Provide any information reasonably requested by Us or the Authorised Representative instructed on Your behalf within a reasonable time.

5. Take all reasonable steps to minimise Professional Fees or Defendant's costs which We may be liable to pay under the terms of this policy.

6. Ensure that any Authorised Representative instructed on Your behalf fulfil the Authorised Representatives obligations set out below.

7. Ensure any claim You make is an honest claim and not one which is false or fraudulent.

8. Ensure that Your claim is not prejudiced by any action or inaction on Your part.

CONDITIONS (Guaranteed Prestige Hire Vehicle Insurance)

You must comply with the following obligations, each of which is a Condition of this policy:

1. Ensure that the Insured Vehicle is covered by a valid in force motor insurance policy issued by an insurer authorised and regulated by the Financial Services Authority.

2. The incident that gives rise to a claim on this policy must have been reported to Your motor insurers and You must be actively pursuing repairs or settlement of Your claim.

3. Provide any information reasonably requested by Us within a reasonable time.

4. Ensure any claim You make is an honest claim and not one which is false or fraudulent.

5. You should comply fully with the terms and conditions of the Hire Company.

6. It is Your responsibility to ensure that the insurance provided by the Hire Company is sufficient for Your needs. This will normally be indicated without additional charge providing Your driving history is acceptable to the Hire Company.

7. Any damage caused to the Hire Vehicle and any associated costs will be Your responsibility.

8. It is Your responsibility to ensure that adequate motor insurance is in place for Your use of the Hire Vehicle.

9. You may have to provide Comprehensive insurance for the Hire Vehicle.

10. You may take all reasonable steps to minimise the costs of the claim.

11. You must take all action possible to recover any costs, charges or fees We may have paid or be liable to pay and such amounts recovered back to Us.

12. You must pay Us any sums by way of costs, charges or fees directly recovered from the Third Party to the extent of the sums indemnified under this policy.

13. Upon conclusion of the hire of a replacement vehicle We can take over and if necessary conduct proceedings in Your name to recover the hire costs of the Hire Vehicle from the Third Party.

14. This policy is governed by the laws of England and Wales.

EXCLUSIONS (Motor Legal Expenses Insurance)

We will not pay:

Professional Fees and/or Defendant's costs;

1. If a Small claim.

2. Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance.

3. Which would if this policy were not in force be covered by another policy of insurance.

4. Incurred before We have received a claim form from You.

5. In aggregate in excess of the Maximum amount stated in the Schedule.

6. Where Your claim does not have a Reasonable prospect of success.

7. Incurred after You or We have received Legal advice to accept a proposal, Part 36 offer or Part 36 payment made in settlement of Your claim or Legal advice not to pursue or continue to pursue Your claim by Legal proceedings.

8. Incurred after We have told You that We consider Your claim should be pursued by means other than by Legal proceedings.


10. Of any appeal incurred after We have received Legal advice that the appeal does not have a Reasonable prospect of success.

11. Where You have failed to comply with a Condition of this policy.

12. Where the Authorised Representatives instructed to act on Your behalf refuse to continue to act on Your behalf or represent You.

13. Where You without a good reason instruct the Authorised Representatives instructed to act on Your behalf to cease acting on Your behalf or represent You.

14. For claims which arise from a criminal act or omission.

15. For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action.

16. For any insured incidents which;

a) occurred outside Great Britain

b) did not occur during the Period of cover stated in the schedule to this policy.
17. For any claims caused by, contributed to by or arising from:
   a) Ionising radiation or contamination by radioactivity from any nuclear fuel or other radioactive material;
   b) The radioactive, toxic, explosive or other hazardous properties of any explosive substance, or nuclear or chemical weapon;
   c) War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military or civil commotion;
   d) Pressure waves caused by aircraft or any other airborne devices travelling at supersonic or supersonic speeds.

18. Any sum You are ordered to pay by way of a fine, costs, compensation or other financial penalty.

19. Prosecutions which allege dishonesty or violence.

20. Claims against Kindertons Limited or the Insurer.

21. In relation to a claim for the loss or damage of any goods being carried in the Insured Vehicle where a claim under this policy arises out of the use of the Insured vehicle for commercial purposes.

22. In relation to a claim for any personal injuries suffered by the driver of the Insured vehicle against their employer where the employee was in the course of his employment.

23. Prosecutions resulting from drink or drug related or parking offences.

5. Any excess that the Insurer may reasonably require from time to time.

9. Where an Insured Vehicle is stolen, whether recovered or not.

12. Any claim where the vehicle is stolen, whether recovered or not.

14. Any guaranteed or conditional season or period.

18. Any claim relating to an accident caused by faults in the Insured vehicle or faulty, incomplete or incorrect service maintenance or repair of the Insured vehicle.

EXCLUSIONS (Guaranteed Prestige Hire Vehicle Insurance)

The following are not covered under this insurance:

1. Drivers under 21 years of age.

2. Any Insured Vehicle used in any way for hire or reward including courier work.

3. Any charges imposed by the Hire Company for additional drivers if it is agreed with the Hire Company that they can be covered.

4. Use of the Hire Vehicle outside the Territorial Limits.

5. Any excess that the Hire Company applies following an accident, fire or theft involving the Hire Vehicle.

6. All fuel, fares and fines relating to the Hire Vehicle whilst it is in Your possession, including any administration fees which may be imposed by the Hire Company.

7. Any claim which has not been reported to Us within 14 days of the incident or accident giving rise to the claim occurring.

8. Any provision of a Hire where a Hire Vehicle is already available under another insurance or other means.

9. Any further Hire charges incurred after the Hire Period.

10. Any Hire Vehicle charges for more than 3 days after payment has been issued to You in settlement of a claim under Your motor insurance policy.

11. The provision of a Hire for an incident or accident when the event occurred prior to the Commencement Date or after the Period of Cover has ended.

12. Any claim where the owner or driver of the vehicle has been convicted, whether before or after the event.

13. Any claim for malicious damage or vandalism.

14. Any guaranteed Hire Vehicle claim arising within 14 days of the Commencement Date of this policy.

CLAIMS PROCEDURE (Motor Legal Expenses Insurance)

1. You must supply Us with a completed claim form containing a complete and truthful report of the facts giving rise to Your claim, details of any potential witnesses, any documentary evidence in support of Your claim and details of any policy of insurance covering any person against whom You wish to pursue Your claim. You may obtain a claim form by telephoning Kindertons Limited on 0843 515 8801.

2. You will make a preliminary assessment of the merits of Your claim. If We decide that Your claim applies to a Reasonable prospect of Success We will appoint an Authorised Representative to act on Your behalf in Your claim.

3. If We:
   a) consider it unlikely a reasonable settlement will be obtained or the amount in dispute is unlikely to exceed £500 or more (exclusive of VAT),
   b) decide Your claim does not appear to have a Reasonable prospect of success, or
   c) the proceedings in writing, If You accept second advice, Your entitlement to payment from Us under this policy for that claim is at an end and We will be discharged from any liability to You in respect of that claim.

4. If You do not accept Our advice We will instruct an Authorised Representative to advise You whether Your claim has a Reasonable prospect of Success. If the Authorised Representative instructed advise that there is no Reasonable prospect of success We will not be liable to pay You anything under this policy for that claim. If the Authorised Representative instructed advise that there is a Reasonable prospect of success We will appoint the Authorised Representative to act on Your behalf in the pursuit of Your claim.

5. When We appoint an Authorised Representative to act on Your behalf We will tell You in writing. The Authorised Representative We have appointed will require You to enter into an agreement with them under which they will act on Your behalf.

6. We will take over and conduct in Your name any civil claim for damages or compensation against the Insurer, or any legal costs involved in its pursuit.

7. If You:
   a) the Authorised Representative instructed to act on Your behalf refuse to continue to act on Your behalf, or
   b) You without a good reason instruct the Authorised Representative to cease acting on Your behalf,

We will not pay You anything under the terms of this policy and Our liability under this policy for that claim shall be terminated. Provided, that 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 returning Your policy to Kindertons Limited.

COOLING OFF PERIOD

Before You accept this policy You have 14 days to review Your policy wording. If You are not happy with this policy You can cancel it at any time within those 14 days and receive a full refund of 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 returning Your policy to Kindertons Limited.

CANCELLATION

Confirmation of written cancellation of the policy may be given at any time by You or Us. We will give You a minimum of 14 days notice of cancellation to enable You to find alternative insurance. You may cancel the policy before the period of cover is due to end and we will not be liable to pay You anything under the terms of this policy. This depends upon the type of business and circumstances of the Insurer's compensation Scheme.

If You have any complaint about Your Prestige Club policy You should contact the Managing Director, Kindertons Limited, Kindertons House, Marshfield Bank, Crews, Chester, CW5 2UJ. Kindertons Limited is the Insurers agent and in the event of a claim act on behalf of the Insurer.

If the Insured Vehicle is involved in a traffic collision You must report it to Us immediately, and in no event later than 14 days after the incident, on telephone number 0843 515 8801. Kindertons Limited is the Insurers agent and in the event of a claim act on behalf of the Insurer.

If You wish to take advantage of any options the Hire Company may offer, such as Excess Protection or Collision Damage Waiver, the cost of these upgrades and any administration fee will be Your responsibility.

AUTHORIZED REPRESENTATIVE

You are appointed as Your Authorised Representative(s) to:

1. Provide You and Us with an assessment in writing of the prospects of success in Your claim and an estimate of the likely costs of pursuing Your claim as soon as reasonably practicable and in any event within 28 days of accepting instructions to act on Your behalf.

2. Notify You and Us immediately in writing of any proposal made in settlement of Your claim on any Part 36 offer or Part 36 payment made in respect of Your claim together with any discussion with their advice as to whether the proposal, Part 36 offer or Part 36 payment be accepted.


4. Provide Us with such information as We may reasonably require from time to time about the progress of Your claim.

5. Provide Us with a written record of the monthly intervals from the date instructions to act on Your behalf were accepted by them as to the progress of Your claim and any change in the prospects of success in Your claim or the likely cost of pursuing Your claim.

6. Deal with Your claim in such manner as We reasonably require from time to time.

7. Obtain Our consent in writing before undertaking any of the following:
   a) Issuing legal proceedings on Your behalf
   b) instructing counsel, leading counsel or an expert witness on Your behalf
   c) instructing a barrister or an expert witness on Your behalf
   d) withdrawing, discontinuing or settling a claim in a way which may give rise to a liability on Our part to pay Defendant's costs under this policy
   e) entering into any agreement as to the amount of or liability to pay Defendant's costs
   f) entering into any form of alternative dispute resolution
   g) incurring any disbursement likely to exceed £500 or more (exclusive of VAT).

8. Use their best endeavours to obtain payment of Professional Fees or Defendant's costs from any other party who may be liable to pay those costs.

9. Notify You and Us immediately in writing of any proposal made in settlement of Your claim together with their advice as to whether the proposal should be accepted.

10. Give Us their best endeavours to obtain payment of Professional Fees from any other party who may be liable to pay those costs.

11. If required to do so by Us, procure an assessment by the court or an appropriate professional body of the amount properly payable to the Authorised Representatives for Professional Fees.

GENERAL

1. You will take all reasonable steps to minimise Professional Fees or Defendant's costs which We may be liable to pay under the terms of this policy.

2. You will at all times co-operate with Us and with the Authorised Representatives instructed on Your behalf.

3. Any dispute between You and Us which We cannot resolve between us shall be determined by an arbitrator appointed by You and Us together. If We cannot agree on the arbitrator to be appointed, You shall ask the Chair of the Financial Ombudsman Service to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the Arbitration Acts in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid by the unsuccessful party.

4. The rights and obligations of an Insured person under this policy shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999.

5. This policy is governed by the laws of England and Wales.

COMPLAINTS PROCEDURE

If You have any complaint about Your Prestige Club policy You should contact the Managing Director, Kindertons Limited, Kindertons House, Marshfield Bank, Crews, Chester, CW5 2UJ. Limited requesting that Your insurance is cancelled and that any monies paid be returned. We will then cancel Your insurance.

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 described in the policy. All 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, Luton, LU1 2GB. Registered Number at 1292676. FSA Firms Reference Number 208796. Tel 0151 941 1022. Authorised and regulated by the Financial Services Authority. You can check the above details on the Financial Services Register by visiting the...
DATA PROTECTION & PRIVACY STATEMENTS

Data Transfer Consent
By purchasing this insurance policy with AmTrust Europe Limited, 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 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.

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.