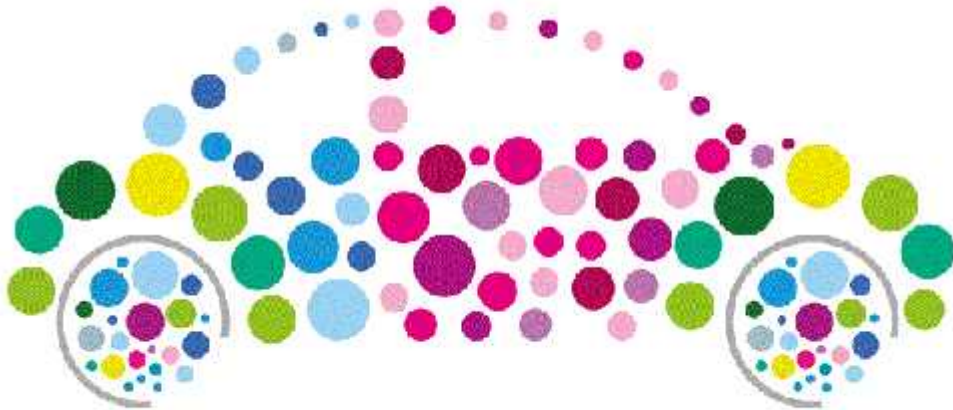


Your Motor Legal Protection Policy Booklet



Smartdriverclub Insurance

Motor Legal Protection Policy

This guide describes **your** Motor Legal Protection.

Please read it carefully along with your current Policy Schedule. This is important, as the agreement to insure **you** is based on this information.

This policy meets the demands and needs of a driver who is involved in a motor accident for which they are not to blame and are not covered by another Motor Legal Protection policy.

The Motor Legal Protection will provide:

- ✓ a service (including legal assistance and representation if necessary) to recover any uninsured losses arising from the accident; and
- ✓ cover against the **legal costs** incurred in pursuing any **claim** for recovery of such losses (including any **claim** for death or personal **injury**) to the extent that these costs are not fully recovered from the other party or their insurers; and
- ✓ a fixed payment if **you** are hit by an uninsured driver Motor Legal Protection is also suitable for those who wish to ensure that other **legal costs** related to the ownership or use of the **insured vehicle** are insured

Smartdriverclub Insurance does not make personal recommendations as to the suitability of the policy to individual circumstances. **You** are solely responsible for deciding whether the policy is suitable for **your** needs.

Important Numbers

Free 24/7 365 Legal Advice Helpline 0333 9992791

To Make a Claim on your Motor Policy please call one of the following numbers:

For policy numbers beginning with **SDC** please call.....0330 1343272

For policy numbers beginning with **468** please call.....0345 8734427

To Claim off any of the other Motor Legal Protection benefits 0333 9992791

Policy Summary

This Policy Summary does not contain full terms and conditions of the cover, which can be found in the Policy Document. It is important that **you** read the Policy Document which follows this Policy Summary.

Underwriters

AmTrust Europe Limited, Market Square House, St James's Street, Nottingham,
Nottinghamshire NG1 6FG

Administrator

Composite Legal Expenses, Suffolk House, Trade Street, Cardiff CF10 5DT

Type of insurance and cover

Motor Legal Protection provides cover to fund legal proceedings to recover uninsured losses sustained by **you** in an **insured incident** for which **you** were not to blame and are not covered by another contract of insurance.

Significant features and benefits

- Following an accident in **your insured vehicle we** will pursue any uninsured losses and any **legal costs** incurred by **you** in claiming against the **third party** at fault. **We** may agree to appoint solicitors to do this on **your** behalf.
- We** will cover any person named on the policy and passengers.

We have a free legal helpline which **you** can call for advice in an initial telephone call on any legal matter Please call **0333 9992791** 24 hours a day, 7 days a week, 365 days a year. In addition, the free legal helpline provides **your** family and friends free advice in an initial telephone call on any matter involving **injury** or disease, not just road traffic accidents. Just telephone **0333 9992791**.

- Motor Legal Protection covers **legal costs** up to a maximum of £100,000 which **you** may be responsible for whether incurred by **you** or any other person

Significant and unusual exclusions or limitations

- We** will not cover **legal costs** where **you** have taken action without getting **our** agreement first or where **you** cause delay or fail to assist **us** (Section 3: What is not covered? Exclusions 4 & 21b)

- **We** can choose someone to legally represent **you**, called an **authorised representative**. This person may negotiate and settle the **claim** on **your** behalf (Section 4: Claims procedure and conditions of your policy, 2.d)
- **We** will not cover **legal costs** where there are not reasonable **prospects of success** greater than or equal to 51% (Section 3: What is not covered? Exclusion 1)

Duration of the cover

From the date Motor Legal Protection was added to the **associated motor policy** until its renewal or cancellation, up to a maximum of twelve months. As long as the policyholder remains eligible, this policy will automatically renew with the **associated motor policy** unless you inform **Smartdriverclub Insurance** otherwise.

Your right to cancel

If Motor Legal Protection is listed as a 'Policy Upgrade' on **your** Motor Insurance Policy Schedule, or **you** have added it to **your** policy since it began, or renewed, **you** may cancel this product and receive a full refund if **you** inform **Smartdriverclub Insurance** within 14 days from the receipt of the confirmation letter or email.

Should **you** cancel outside the 14-day cancellation period or if a **claim** is made or has arisen during the **period of insurance**, the full premium is payable and no refund will be given.

For further information on cancellation please refer to Section 6: Cancellation.

If Motor Legal Protection is included on **your** Motor Insurance Policy Schedule, **you** may only cancel this product if **your** Smartdriverclub Insurance policy is also cancelled. Please refer to Your Car Insurance Guide booklet for more information on the cancellation terms and conditions.

How to make a claim

You must report any incident that may lead reasonably to a **claim**.

Claims relating to a motor accident where **you** have sustained injuries or have consequently incurred uninsured losses (see Section 2: What is covered? Uninsured Loss Recovery and Personal Injury for more information) can be reported directly or via **Smartdriverclub Insurance**.

Telephone **0330 1343272** (for policies starting SDC) or 0345 8734427 (for policies starting M) to report the claim as soon as possible. **You** will need **your** policy number, **your** vehicle registration number and the date of the incident. **You** must be able to confirm **you** are insured with **Smartdriverclub Insurance**.

All other **claims** can be reported to **us**; **you** can do this via the Advice Line on **0333 92791** where **we** will assist **you** in submitting a **claim**.

How to make a complaint

Complaints should be made to: Smartdriverclub Insurance Claims, Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff. CF10 5DT.

Tel: **02921 156 451**

Email: complaints@composite-legal.com

If **you** have complained to **us** and **we** have been unable to resolve **your** complaint, **you** are entitled to refer **your** complaint to the Financial Ombudsman Service.

Financial Services Compensation Scheme (FSCS)

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation if AmTrust Europe Limited is unable to meet its obligations to **you** under this contract. Further information is available by phone on 020 7741 4100 and on their website at www.fscs.org.

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Policy Document

IMPORTANT

About your Motor Legal Protection policy

Words found in bold in this Policy Document are defined in Section 1: Definitions.

This Policy Document sets out the details of **your** insurance cover. Please read this policy carefully.

This policy will pay **legal costs** of up to £100,000 and provide other benefits as detailed in Section 2: What is covered? up to the **policy limit** of £500 provided the following conditions have been met:

- i. The **insured incident** is within the **period of insurance**
- ii. The **claim** takes place within the **territorial limits**
- iii. Payments for the **associated motor policy** are up to date
- iv. The terms and conditions of this policy are met

Section 1: Definitions

Associated motor policy

The policy of insurance issued to **you** in compliance with the Road Traffic Act valid at the time of the **insured incident** by **Smartdriverclub Insurance**.

Associated motor policy premium

This means the payment which is required to be paid to ensure that the cover remains in force for the **associated motor policy** issued by **Smartdriverclub Insurance**.

Authorised representative

A solicitor, counsel, or **claims** handler appointed under the terms and conditions of Motor Legal Protection to represent **your** interests.

Claim

An application to use this Motor Legal Protection policy.

Conditional fee agreement

A type of agreement between **us** and the **authorised representative** or **you** and the **authorised representative** which governs how the **authorised representative** will charge **you** or **us** for their own services.

Smart Driver Club Insurance Limited

Smart Driver Insurance Limited trading as **Smartdriverclub Insurance** is incorporated in Gibraltar (Company Number: 113530), registered office: First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar, GX11 1AA .

Injury

Bodily **injury** or death, disease or illness of any person.

Insured incident

An event or sequence of events which causes a **claim** under this policy. Linked incidents will be deemed as one **insured incident**.

Insured vehicle

Any motor vehicle covered by **your associated motor policy** as noted on **your** Certificate of Motor Insurance that **you** own or are legally responsible for, including any caravan or trailer to be towed by such vehicle which are permitted to use the public highway.

Legal costs

All reasonable and necessary costs incurred by the **authorised representative** with **our** prior agreement. Also costs incurred by the opponent in a **claim** that **you** are ordered to pay or **we** agree to pay.

MIB

Motor Insurers' Bureau who handle, investigate and settle **claims** on behalf of UK motor insurers.

Period of insurance

The length of time **your associated motor policy** runs for.

Personal property

Any **personal property** that **you** own or are legally responsible for, in or on the **insured vehicle** at the time of the **insured incident**.

Plea of mitigation

An attempt by **you** to reduce the penalty to a criminal conviction where **you** have admitted **your** guilt.

Policy limit

For all benefits except the Online Legal Documents, Legal Advice Helpline and Uninsured Driver Benefit the limit is £100,000 per **insured incident**. This includes both the **legal costs** incurred by **you** and the **legal costs** of any other party or parties for which **we** are responsible for under the terms of this Motor Legal Protection. The limit for the Uninsured Driver Benefit is £500 per **insured incident**.

Prospects of success

Reasonable prospects greater than or equal to a 51% chance of success.

Territorial limits

For Uninsured Loss Recovery and Personal Injury:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, the European Union, Andorra, Croatia, Iceland, Liechtenstein, Norway and Switzerland.

For all other benefits and sections:

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Third party

The other person(s) and/or party(s) not including **you** responsible for the **insured incident**.

We, us, our

The underwriters of this insurance (AmTrust Europe Limited) and/or administrator (Composite Legal Expenses Limited) acting on their behalf.

You, your

The **policyholder** or any person authorised by the **policyholder** to drive or be a passenger in the **insured vehicle**.

Section 2: What is covered

Uninsured Loss Recovery and Personal Injury

We will pay **legal costs** to recover the following if **you** and the **insured vehicle** are involved in an accident for which **you** are not at fault:

- i. Compensation for personal **injury** or death.
- ii. Financial losses such as **your associated motor policy excess**, travelling expenses, or loss or damage to the **insured vehicle** and any personal belongings.

Motor prosecution defence

We will pay **legal costs** to defend **you** from prosecution for an offence involving the use of the **insured vehicle**. **You** are not covered for:

- i. **Pleas of mitigation** where there are no **prospects of success** that it will materially affect the likely outcome. Any support for a plea of mitigation will be at **our** discretion and it must be in the public interest to do so.
- ii. **Legal costs** where funding is available to **you** through legal aid from the Legal Services Commission, or any other public body, insurance policy, trade union or employer.
- iii. Parking offences that do not result in penalty point(s) on **your** licence.

Motoring contract disputes

We will pay **legal costs** to pursue or defend contractual disputes over the sale or purchase of goods or services for the **insured vehicle**. This includes the sale or purchase of the **insured vehicle** provided that the contract for sale or purchase was made in the **period of insurance** and that the amount in dispute is £250 including VAT or more.

You are not covered for:

- i. **Claims** where the amount in dispute relates to credit hire or credit repair.

Vehicle cloning

We will pay **legal costs** to defend civil and criminal proceedings which arise from the use of the identity of the **insured vehicle** without **your** permission.

You are not covered for:

- i. **Claims** where the **insured vehicle** was cloned by someone living with **you**.
- ii. **Claims** if **you** did not act or take reasonable precautions to prevent the **insured vehicle** from being cloned.

Motor Insurance Database challenges

We will pay **legal costs** to represent **you** in a dispute with the Police and/or a Government agency if the **insured vehicle** is seized due to a failure between **your** insurance advisor and the Motor Insurance Database resulting in incorrect information about **you** or the **insured vehicle** being recorded on the Database.

Inquest representation

We will pay **legal costs** to represent **you** at a Fatal Accident Coroner's Inquest that **you** are legally required to attend.

Uninsured driver protection

If **you** and the **insured vehicle** are involved in an accident during the **period of insurance** with an untraced or uninsured driver causing **you** to **claim** through the MIB, **we** will pay **you** £500.

Provided that **you**:

- i. Have notified **Smartdriverclub Insurance** of the **insured incident**.
- ii. Have registered the **claim** with the MIB and can provide the MIB reference number.

You are not covered for:

- i. Accidents that are **your** fault
- ii. Accidents that are not covered by the MIB.

Additional Benefits:

Motor Legal Protection policyholders have access to the additional services below:

1. Legal Advice Line

The helpline is available 24 hours a day 7 days a week on **0333 9992791**. **You** are entitled to confidential legal advice on any personal legal problem.

It may be that the problem **you** require advice for is insured under this policy. If so the legal advice helpline will assist **you** in submitting a **claim**.

In addition, the free legal helpline provides **your** family and friends free advice in an initial telephone call on any matter involving **injury** or disease, not just road traffic accidents.

2. Online Legal Documents

You also have access to discounted online legal documents related to the ownership or use of **your insured vehicle**.

To access the site, visit **www.composite-legaldocs.com**

The interactive website will assist **you** with completing the documents which once purchased can then be used straight away. Alternatively, **you** can request legal support, at a discounted cost, from a trained specialist or solicitor who can make any specific changes **you** require.

You can review any of the documents before purchasing.

Section 3: What is not covered

This insurance does not cover:

1. Any **claim** where **we** or the **authorised representative** deem there are no **prospects of success**.
2. An **insured incident** which began or occurred outside the **period of insurance**.
3. **Claims** that **you** were aware of or reasonably should have been aware of before purchasing this policy.
4. **Legal costs** incurred without **our** prior written agreement.
5. **Claims**, apart from uninsured loss recovery, where a reasonable estimate of the **authorised representative's legal costs** is greater than the amount in dispute.
6. Any **legal costs** prior to the issue of legal proceedings other than those of the **authorised representative we** chose to appoint for **you**.
7. Any **legal costs** incurred in representation in the Small Claims Track or and other proceedings where costs cannot be recovered from the **third party**.

8. **Legal costs**, expenses, fines or other penalties **you** are ordered to pay by a court of criminal jurisdiction.
9. The **legal costs** of the appointed representative which are recoverable from a court, tribunal or other party.
10. The **legal costs** of the appointed representative where the **claim** is being pursued under a **Conditional Fee Agreement**.
11. **Claims** arising out of an **insured incident** due to **your** deliberate or reckless act or omission.
12. **Claims** arising out of an **insured incident** that **we** find to **our** satisfaction to be of a fraudulent nature, or where **you** have failed to disclose information relevant to **your claim** or where **you** have deliberately misled **us** or the **authorised representative**.
13. **Claims** made against **us** or the **authorised representative**.
14. **Claims** arising out of the use of the insured vehicle by you for racing, rallies, trials or competitions of any kind.
15. Any claim relating to the **insured vehicle** where **you** did not have possession of both a valid driving licence and Certificate of Insurance.
16. Any **claim** where the **insured vehicle** was not in a roadworthy condition or did not have a valid MOT Certificate or **you** were not complying with the laws relating to its ownership.
17. Any **claim** where it is covered under another insurance or funding is available from any public body, trade union or employer.
18. Applications for judicial review or appeals unless **we** have given **our** prior written consent.
19. **Claims** for passengers where there is a conflict of interest between **you** or the authorised driver and any other passenger(s).
20. **Claims** where **your** own motor insurers refuse indemnity.
21. **Claims** where:
 - a. **Your** action or omission prejudices **our** position in connection with the **claim**, or

b. **You** cause delay or fail to respond to requests for assistance from **us** or the **authorised representative**.

22. **Claims** arising from:

a. Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

b. Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.

c. Riot, civil commotion, war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or use of power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government.

Section 4: Claims procedure and conditions of your policy

1. **You** must:

a. Keep within the terms and conditions of this policy.

b. Attempt to minimise any amount of **your claim** and attempt to reasonably prevent any event which may cause a **claim**.

c. Notify **us** of any relevant event which has given or may give rise to a **claim** or legal proceedings involving **you**.

d. Send all letters, notices and communications regarding any **claim** made to **us** or the **authorised representative**.

e. Obtain **our** consent in writing to pay **legal costs** for which consent will not be given unless **you** can satisfy **us** that:

i. There are prospects of **your claim** for the recovery of damages being successful.

ii. The identity of the responsible person is known by **you** unless claiming off the Uninsured Driver Benefit.

f. Tell **us** at once of all offers to settle the **claim**. Any response must be approved in writing by **us**.

- g. If requested, instruct the **authorised representative** to have **legal costs** taxed by the Court or certified by the appropriate Law Society as appropriate.
- h. Take all steps possible to recover any **legal costs we** have paid and pay any such amounts recovered to **us**.
- i. Fully cooperate with **us** and the **authorised representative** keeping all parties fully advised of all developments and giving instructions **we** reasonably require to the **authorised representative**.

2. **We** can:

- a. Conduct in **your** name any **claim** or the defence of any **claim** at anytime.
- b. Attempt to make a fair settlement before the **authorised representative** is instructed or legal proceedings issued. **You** will be consulted before any attempts are made to reach a settlement.
- c. Take proceedings in **your** name to recover for ourselves any payment **we** have made under this policy.
- d. Appoint an **authorised representative** to negotiate and settle the **claim** on **your** behalf. If **you** wish to appoint **your** own solicitor **you** will only be able to do so when proceedings need to be issued. To do this **you** need to make **your** request in writing. **We** need to be satisfied that they can handle the **claim** and they need to agree to **our** standard non-panel solicitors' terms. If **you** disagree with **our** approach **you** have the right to arbitration as outlined below in number 10.
- e. Appoint an **authorised representative** in **your** name and on **your** behalf. **You** may not change the **authorised representative** without **our** consent.

3. In the event that **you** appoint the **authorised representative** **you** must ensure that they are aware of the conditions of the policy and the **policy limit**.

4. **We** are entitled to obtain from the **authorised representative** any information, document or advice relating to a **claim** or legal proceedings whether or not privileged. On request **you** will give any instruction as necessary to ensure this. If the **authorised representative** refuses to grant such access however **we** have the right to refuse to pay **legal costs**.

5. **You** must not, without **our** written consent, enter into any agreement with the **authorised representative** regarding the payment of **your** costs. Any consent given may be withdrawn at anytime.
6. If **you** are declared bankrupt, or go into liquidation, or appoint or have a receiver appointed **we** may withdraw **our** support of any **claim** or legal proceedings.
7. If **you** discriminate or abandon legal proceedings without both **our** consent and the **authorised representative's** written advice that proceedings should be either discontinued or abandoned, **you** may become liable to pay any **legal costs** which **we** have paid.
8. At **our** discretion **we** may discharge **our** liabilities to **you** by paying an amount equal to the sum claimed.
9. Regarding any **insured incidents** relating in a valid **claim we** shall only be responsible for any excess in the amount of **legal costs** not recoverable under such other policy of insurance.
10. In the event of any dispute arising between the parties, either party may ask for the dispute to be considered by an independent arbitrator agreed upon by both parties, or, failing agreement, one who is nominated by the President of the local Law Society. All costs of the arbitration shall be met in full by the party against whom the decision is made.

Section 5: How to make a claim

Making a Claim

You must report any relevant incident that may lead to a **claim** to **us** as soon as is reasonably possible, not doing this may affect what **we** will pay.

Claims for Uninsured Loss Recovery or Personal **Injury** relating to a motor accident must be reported as soon as possible directly or via **Smartdriverclub Insurance**. **You** will need **your** policy number, **your** vehicle registration number and the date of the incident. **You** must be able to confirm **you** are insured with **Smartdriverclub Insurance**.

Claims on all other benefits can be reported to **us**, **you** can do this via the legal advice line on **0333 9992791** who will assist **you** in submitting a **claim**.

Section 6: Cancellation

You

You may cancel this product and receive a full refund if **you** inform **Smartdriverclub Insurance** within 14 days from the receipt of the confirmation letter or email.

Should **you** cancel outside the 14-day cancellation period or if a **claim** is made or has arisen during the **period of insurance**, the full premium is payable and no refund will be given.

Us

We will cancel this policy if:

- **Your Smartdriverclub Insurance** policy is cancelled
- Any **claim** under this policy is fraudulent

Any refund will be provided in accordance with the cancellation terms of the **associated motor policy**.

If **you** have any questions on cancelling **your associated motor policy**, please call our Customer Services Department on **0333 003 2263**.

Or you can write to Quality Manager, Smartdriverclub Insurance, The Connect Centre, Kingston Crescent, Portsmouth, PO2 8QL.

Section 7: How to make a complaint

We are committed to providing **you** with a first class service at all times. If, however, **you** are not happy the service **you** have received as part of **your** Motor Legal Protection then **you** should contact the Administrator at:

Smartdriverclub Claims, Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT.

Tel: **02921 156 451**

Email: complaints@composite-legal.com

If **we** have given **you our** final response or more than 8 weeks have passed since **we** received **your** original complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS) at
Exchange Tower
London
E14 9SR

www.financial-ombudsman.org.uk

Tel: **0800 0 234 567** free for people phoning from a 'fixed line' (e.g. a landline at home).

Or: **0300 123 9 123** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Section 8: Extra information about your policy

Providers and Suppliers

Smart Driver Club Insurance Limited is authorised and regulated by the Gibraltar Financial Services Commission (Firm's reference number: FSC1282B).

Composite Legal Expenses Ltd is authorised and regulated by the Financial Conduct Authority (Firm's reference number: 308979).

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm's reference number 202189) and is a member of the Association of British Insurers (ABI). Homestate: United Kingdom.

Law and language

This policy shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

Data Protection Act

The information that **you** have supplied to **us**, comprising of **your** personal details and the details of **your** insurance cover and **claims** will be held by **us** and/or the Insurer subject to the Data Protection Act 1998. It will be used to administer and process **your** insurance policy, **claims** handling, underwriting and fraud detection and prevention.

For information about how **we** will process **your** personal information please visit: www.composite-legal.com/privacystatement

Call recording

To help **us** provide a quality service, **your** telephone calls may be recorded, but will only be shared with partner organisations directly relevant to the service **we** provide.

Financial Services Compensation Scheme

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation if AmTrust Europe Limited is unable to meet its obligations to **you** under this contract.

Further information is available on their website at www.fscs.org.uk
Tel: **0207 741 4100** or **0800 678 1100** Email: enquiries@fscs.org.uk