

Smart Driver Club

Insurance Product Information Document

Company: AmTrust Europe Limited administered by Composite Legal Expenses Limited

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

Product: Motor Legal Protection Policy

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

What is this type of insurance?

This policy provides cover of up to £100,000 to fund legal proceedings (such as court case, trial and lawsuit) to recover uninsured losses (such as your policy excess, travelling expenses or personal belongings) sustained by you in an accident that is not your fault and other legal services and costs related to the ownership of a vehicle as summarised below.



What is insured?

It costs of up to £100,000 for the following;

- ✓ **Uninsured Losses and Injuries:** We will pay legal costs to help you claim compensation if you or your passengers suffer a loss as a result of a non fault accident involving your car.
- ✓ **Motor Prosecution:** We will pay legal costs to defend you from prosecution for offences involving the use of your car (such as penalty points for speeding offences). This does not include parking offences.
- ✓ **Motoring Contract Disputes:** We will pay legal costs to bring or defend contractual disputes over the sale or purchase of goods or services (such as repairs) involving your car where the amount in dispute is over £250.
- ✓ **Vehicle Cloning:** We will pay your legal costs to defend civil and criminal proceedings as a result of your car being cloned without your permission. Vehicle cloning is when a criminal steals your car's identity.
- ✓ **Motor Insurance Database Challenges:** We will pay legal costs to represent you if your car is seized by the Police or Government as a result of an error made by your Insurer and/or the Motor Insurance Database.
- ✓ **Inquest Representation:** If you have to attend a Fatal Accident Coroner's Inquest we will pay legal costs to represent you.
- ✓ **Uninsured Driver Protection:** We will pay you £500 or the equivalent value of your excess (whichever is the highest) if;



What is not insured?

- ✗ **No Prospects:** We do not cover legal claims where we or the lawyers deem there is less than a 51% chance of success.
- ✗ **Incidents outside the period of insurance:** This policy does not cover incidents that began outside the period of insurance or claims you knew or should have known about before buying the policy.
- ✗ **Legal Costs not agreed in writing:** We will not pay fines, penalties or legal costs we did not agree to in writing. This includes legal costs from anyone we did not appoint to act for you.
- ✗ **Recoverable Costs:** We will not pay legal costs if your representative acts on a Conditional Fee Agreement (CFA) or where you can recover them from the court, tribunal or someone else.
- ✗ **Funding:** We will not pay legal costs if they are covered under another policy or funding is available from other sources.
- ✗ **Intentional Claims:** We will not pay out for as a result of your deliberate or reckless act.
- ✗ **Fraud:** We will not pay out where we think there is fraud or you have deliberately misled us.
- ✗ **Non-adherence to Legal Requirements:** We will not pay out if your car is not insured and/or does not have an MOT and/or you do not have a valid driving licence.



Are there any restrictions on cover?

- ! **Uninsured Driver Protection:** You must have registered the claim with the MIB and be able to provide us with their reference number.

- You and your car are involved in an accident with an uninsured driver or vehicle (subject to information you can provide)
- You and your car are involved in an accident with an untraced driver or vehicle

(subject to MIB claim requirements)

✓ **24/7 Legal Advice Helpline**



Where am I covered?

- ✓ You are covered for Uninsured Losses and Injuries in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the European Union, Norway, Switzerland, Iceland, Croatia, Andorra and Liechtenstein.
- ✓ For all other benefits you are covered in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.



What are my obligations?

- You must provide us with honest, accurate and complete information.
- You must inform us without delay of any relevant event that has given or may give rise to a claim or legal proceedings involving you.
- If you do have a claim, you must attempt to minimise the amount and seek to recover any legal costs we have paid and pay any recovered amounts to us.
- You must obtain our consent in writing before incurring legal costs and ensure that all notices relating to the claim are sent to us or your legal representative.
- You must co-operate with us and your legal representative and you must tell us at once of all offers to settle the claim no matter who is representing you.
- You must make any legal representative aware of the terms and conditions of the policy.



When and how do I pay?

Your agent or broker will advise you of the full details of when and how you should pay for this insurance.



When does the cover start and end?

Cover will start and end on the dates stated on your schedule.



How do I cancel the contract?

You have the right to cancel this policy and receive a full refund by notifying the agent or broker whom you purchased this policy from within 14 days of taking it out provided no claims have been made within that period.

Outside of the 14 day cooling off period you may cancel this policy by notifying the agent or broker from whom you purchased this policy in writing. We will cancel the policy from the date your confirmation letter or email is received or any later date you request. In the event of cancellation, no refund of premium will be made.

It is important to note that charges may apply to any refund subject to the individual terms of business between you and the agent or broker whom you purchased this policy. Please contact them directly for full details of any charges.

! **Legal Representation:** You cannot change your legal representation without our consent.