



YOUR LEGAL EXPENSES COVER

GLADIATOR MOTOR LEGAL PROTECTION POLICY

Demands and Needs Statement

This Policy meets the demands and needs of a driver who, if they are involved in a motor accident which is not their fault, will require:

- the provision of a loss recovery service (including legal assistance and representation if necessary) to recover any uninsured losses arising from the accident; and
- cover against the legal costs (including the costs of the loss recovery service) 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.

Gladiator does not make personal recommendations as to the suitability of the Policy to individual circumstances.

Policy Summary



This Policy summary provides key information about the Motor Legal Protection Policy, which You should read. For full terms and conditions of the Policy please refer to the policy document that follows this summary.

Provided You have paid the required Premium Your cover will be valid from the start date to the termination date of this Policy, as advised, and any subsequent

period for which You have paid the full Premiums due.

The Motor Legal Protection Policy provides cover to fund legal proceedings to recover Uninsured Losses sustained by You in a motor vehicle accident for which You were not to blame and are not covered by another contract of insurance.

AmTrust Europe Limited underwrites the Motor Legal Protection Policy.

Significant benefits	Significant exclusions or limitations	Policy Section
<p>Uninsured Loss Recovery and Personal Injury</p> <p>We; or if We agree it is necessary, external lawyers that We will appoint; will negotiate to recover uninsured losses and damages, and any legal costs and expenses, incurred by the Insured Person in bringing a claim against a negligent Third Party following a collision between the Insured Vehicle and another vehicle relating to:</p> <ul style="list-style-type: none"> (a) Loss of or damage to the Insured Vehicle (b) Damage to any personal property owned by the Insured Person or for which the Insured Person is legally responsible whilst in or on the Insured Vehicle (c) Death or personal injury to the Insured Person whilst in, on or mounting or dismounting from the Insured Vehicle <p>Passengers and drivers, with the permission of the Policyholder, will also get the benefit of the Policy cover.</p>	<p>Legal Costs & Expenses are limited to £100,000 and this includes opponents' costs.</p> <p>Costs incurred before Albany Assistance Ltd agrees to appoint a representative to help an Insured Person are excluded.</p> <p>Albany Assistance Ltd is free to choose a representative to help the Insured Person.</p>	<p>DEFINITIONS: Limit of Indemnity</p> <p>14. EXCLUSIONS: 18.</p> <p>CONDITIONS: 4. Representation d</p>
<p>Territorial limits</p> <p>The Policy cover applies to accidents that happen in the Territorial Limits of the UK and most EU countries</p>	<p>The list of EU countries in which cover applies is shown in the Policy wording.</p>	<p>DEFINITIONS: Territorial limits</p>

Cancellation right

We hope You are happy with the cover this Motor Legal Expenses Policy provides. However, You can cancel this Policy without notice within 14 days from receipt of Your Welcome Pack subject to no Claim having been made under the Policy.

A full refund will be given of the Premium paid by contacting Able Insurance Services Ltd (trading as Gladiator), Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN (the Participating Agent); If You do not exercise this right to cancel Your Policy, it will remain in force for the term of the Policy and You will be required to pay the Premium. After this 14 day period, You can cancel it at any time however; no refund of Premium will be given, subject to the discretion of Able Insurance Services Ltd (trading as Gladiator).

We may cancel this policy at any time by sending 7 days written notice to your last registered address.

Making a Policy Claim

If You have a Claim please ring to tell Us about it as soon as possible and this must be within six months of Your accident. Telephone 0800 587 5765 to report Your claim. You will need to confirm You are insured with Able Insurance Services Ltd (trading as Gladiator) and provide Your Policy number, Your vehicle registration number, date of accident and any supporting details/information required to pursue the Claim.

How to make a complaint

If You need to make a complaint about the Policy contact Us by telephone on 0800 077 8165 or in writing to Quality Compliance Executive, Albany Assistance Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham. SR8 2RR.

If the matter is not resolved to Your satisfaction, You can contact the Underwriters.

Managing Director, AmTrust Europe Limited, Market Square House, St James's Street, Nottingham. NG1 6FG. Tel no 0115 941 1022.

If the complaint cannot be resolved, You can refer it to the Financial Ombudsman Service.

AmTrust Europe Limited are covered by the Financial Services Compensation Scheme (FSCS). Depending on the circumstances You may be entitled to compensation from the scheme should they be unable to meet their obligations.

IMPORTANT

Your Legal Expenses Policy

The Underwriters upon payment of the Premium agree to indemnify the Insured and Insured Person(s) against Legal Costs and Expenses subject to the Policy Terms, Limit of Indemnity, Exclusions and Conditions herein in respect of an Insured Event.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in the insurance:

Appointed Agents means Albany Assistance Limited (Albany) who will act on behalf of AmTrust Europe Limited in connection with the Policy and its administration and may monitor and record calls.

Appointed Legal Representative means the Solicitor or other appropriately qualified or experienced person(s) who We approve, appointed under the terms and conditions of this Policy to act for the Insured Person.

Claim means a civil claim for damages for Uninsured Losses arising out of an Insured Event.

Coverholders means Albany Assistance Limited (Albany).

Insured means the person, firm or company who is entitled to participate in the Uninsured Loss Recovery service offered by the Coverholders and has paid the Premium or whose Participating Agent has agreed to pay the Premium on their behalf.

Insured Event means an accident arising from the negligence of a Third Party, which results in the Insured Person incurring Legal Costs and Expenses in bringing a Claim relating to:

- Loss of or damage to the Insured Vehicle;

- Damage to any personal property owned by the Insured Person or for which the Insured Person is legally responsible while such property is in or on the Insured Vehicle;
- Death or personal injury to the Insured Person whilst in, on, mounting or dismounting from the Insured Vehicle.

Any such accident must occur within the Period of Insurance and within the Territorial Limits of this Policy.

Insured Person means You and any person authorised to drive the Insured Vehicle under Your Motor Insurance Policy or any authorised passenger at the Coverholders discretion in or on the Insured Vehicle who are claiming under this Policy with Your consent, or Your or their legal representative in the event of death.

Insured Vehicle means any motorcar, commercial vehicle or trailer attached to those vehicles owned or leased by You and specified in Your underlying Motor Insurance Policy.

Legal Costs and Expenses in relation to an Insured Event means any legal fees, costs and disbursements reasonably and properly incurred in relation to a Claim and any consequent Legal Proceedings:

1. By the Appointed Legal Representative, including fees of Counsel instructed by them when acting on behalf of the Insured Person in bringing a Claim, and in any event is limited to the standard basis.
2. By any other party to the Claim which the Insured Person is liable to pay as a result of an order or award of the court or other tribunal or a negotiated settlement provided that such settlement is made with the agreement of the relevant Underwriters, and in any event is limited to the standard basis.

Legal Proceedings means all work necessary regarding a Claim with the approval of the Underwriters, subject to the jurisdiction of courts within the Territorial Limits. Appeals from such hearings are also included when We are notified by the Insured Person of their wish to appeal at least five working days before the deadline for giving notice of appeal expires. We must also consider the appeal to have reasonable prospects of success. Advice and assistance, but not representation will be provided in matters dealt with in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.

Limit of Indemnity means a maximum of £100,000 for all Legal Costs and Expenses of the Insured Person and including opponent's costs, where awarded, arising out of any one Insured Event.

Motor Insurance Policy means the policy of insurance issued to You in compliance with the Road Traffic Act valid at the time of the Insured Event.

Participating Agent means Able Insurance Service Ltd (trading as Gladiator), who are authorised to sell this Policy to the Policyholder on behalf of Us and the Underwriters.

Period of Insurance means from the start date to the termination date of this Policy, as advised, and any subsequent period for which You have paid the full Premiums due.

Policy means this policy of insurance.

Policyholder means the person, firm or company who has taken out this Policy and has paid the Premium.

Premium means the payment, which is required to be paid to the Participating Agent or Us, by You for the Insured Person to obtain benefit of this Policy. Such amount is to be made by You in a single payment and is to be received by the Participating Agent or Us within 14 days of receiving Your Welcome Pack, save that

the Participating Agent or We may, at their absolute discretion, waive Your obligation to pay.

Prospects of Success means reasonable prospects considered as a 51% or better chance of success.

Territorial Limits means Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other Country which is a member of the European Union, Norway, Switzerland, Iceland, Croatia, Andorra and Liechtenstein.

Third Party means the other person(s) and/or party(s) responsible for the accident, excluding the Insured Person (as defined in this Policy).

Underwriters means AmTrust Europe Limited.

Uninsured Loss means any loss, including injury, compensation or expenses or costs that are directly caused by the Insured Event which led to Your Claim, unless specifically stated in this Policy, and which are not covered by Your underlying Motor Insurance Policy.

We, Us, Our means Albany Assistance Limited and/or the Underwriters.

You, Your means the Policyholder and/or Insured.

Conditions

1. Compliance And Precautions

You and the Insured Person must comply with all of the terms and conditions of this Policy and take all reasonable precautions to minimise the cost of Claims or Legal Proceedings and attempt to prevent any event, which may cause a Claim.

2. Reporting The Claim

The Insured Person must immediately report to Albany either directly or via Able Insurance Services Ltd (trading as Gladiator) any accident, which may give rise to a Claim under this Policy and must complete any forms requested.

The Insured Person must supply, without delay, all information the Appointed Legal Representative or We require or reasonably request. All information and forms must be sent to Albany. The Insured Person must not do anything, which may prejudice their Claim.

If You have a Claim please ring to tell Us about it as soon as possible and this must be within six months of Your accident. Telephone 0800 587 5765 to report Your claim. You will need to confirm You are insured with Able Insurance Services Ltd (trading as Gladiator) and provide Your Policy number, Your vehicle registration number, date of accident and any supporting details/information required to pursue the Claim.

3. Acceptance of a claim

Where We accept a Claim, We will notify the Insured Person or the Participating Agent in writing as soon as practicable.

4. Representation

- (a) Albany has the right to make investigations into the case.
- (b) Albany also has the right to negotiate and settle the Claim, in the Insured Person's name, before an Appointed Legal Representative is instructed.
- (c) Where appropriate Albany will pass the Claim to an Appointed Legal Representative to be dealt with. They will be instructed in the name of the Insured Person and may negotiate and settle the Claim on their behalf.
- (d) Where Legal Proceedings are necessary or where it is otherwise required, the Appointed Legal Representative will be a solicitor chosen by Albany. If You wish to appoint Your own solicitor, Albany will only accept that appointment if the request is made in writing to them and they are satisfied that the solicitor is able to deal with the case. They must sign Albany's Non-panel Solicitor Terms and Conditions

and have a duty to minimise the costs of any Claim and/or Legal Proceedings. Once Your chosen solicitor has been approved by Us, they will become the Appointed Legal Representative subject to the terms and conditions of this Policy. Indemnity under this Policy to Your Appointed Legal Representative will only commence when the need arises for proceedings to be issued and then only with Our acceptance. You must not change the Appointed Legal Representative without Our prior written consent. This condition is subject to any rights of the Insured under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable. Any dispute arising from the Insured Person's choice may be referred to arbitration as set out in Clause 13.

- (e) There will only be a transfer of representation to another Appointed Legal Representative if there is a good reason to do so.

5. Control of the claim

- (a) The Insured Person must co-operate fully with the Appointed Legal Representative and Us and in particular, the Appointed Legal Representative and We must be kept continually and promptly informed of all developments relating to the Claim of which the Insured Person is aware and must be provided immediately with all information, evidence and documents relating to the Claim in their possession.
- (b) We shall have direct access to the Appointed Legal Representative at all times in relation to any Claim.
- (c) The Insured Person must instruct the Appointed Legal Representative to produce to Us immediately any documents, information or advice in their possession. The Insured Person must also give the Appointed Legal Representative such prompt, proper and reasonable instructions in relation

to the Claim and the conduct of any litigation, as the Underwriters or We require.

- (d) The Insured Person should advise Us directly or through their Appointed Legal Representative immediately of all offers to settle or payments into court in respect of the Claim. No offer of settlement or negotiation can be made without Our agreement.
- (e) If the Insured Person does not accept the offer or payment into court and We consider that the outcome of the case will not be bettered We reserve the right to withdraw cover and will not be responsible for any further Legal Costs and Expenses after the offer or payment into court was made.
- (f) We may discharge Our liabilities to the Insured Person under this Policy by paying an amount equal to that claimed.
- (g) The Insured Person shall take all reasonable steps to keep the costs of the Claim or any Legal Proceedings to a minimum.
- (h) The Insured Person must send to Us directly or authorise the Appointed Legal Representative to send to Us all bills for Legal Costs and Expenses, orders or awards for costs immediately on receiving them and We have the right to have these submitted for assessment by the courts or certification by the Law Society.
- (i) The Insured Person must authorise any Appointed Legal Representative to receive any sums by way of legal costs recovered from the Third Party and to pay the same to Us to the extent of the sums indemnified under this Policy. Any sums received directly by the Insured Person should similarly be paid over to Us to the extent of the sums indemnified under this Policy.

- (j) The Insured Person must take all action possible to recover any costs, charges or fees the Underwriters or We may have paid or be liable to pay under this Policy and pay any such amounts recovered to Us. In any event, upon payment of all sums due for Legal Costs and Expenses under this Policy We can take over and if necessary conduct proceedings in the name of the Insured Person to recover such Legal Costs and Expenses which the Insured Person is entitled to receive from the Third Party.

6. Withdrawal

If the Insured Person withdraws from a Claim or discontinues instructions to an Appointed Legal Representative expressly or by omission without the agreement of the Underwriters or Coverholders all Legal Costs and Expenses and Defendants Legal Costs will become the responsibility of the Insured Person. In addition, We will be entitled to be reimbursed by the Insured Person of all Legal Costs and Expenses paid or incurred during the course of the Claim.

7. Communication

All notices and communications from Us and the Underwriters or their Authorised Representative will be considered to have been sent if sent to the last known address of the Insured Person.

8. Dual Insurance

If at the time of any Insured Event there is any other insurance, which provides cover for the loss, or any part of it We will only be responsible for the amount not recoverable under that insurance.

9. Prospects Of Success

Cover will only be provided if We and, where applicable, the Appointed Legal Representative, are of the opinion that there are reasonable prospects of recovery from the Third Party. In cases where the Insured Event occurs outside of the United

Kingdom We reserve the right to conduct enquiries or take legal advice on the Prospects of Success in the appropriate jurisdiction before deciding whether to provide cover. We can give written notice to the Insured Person and the Appointed Legal Representative to discontinue cover if during the course of a Claim We consider reasonable Prospects of Success no longer exist.

10. Compliance And Avoidance Of Policy

Albany and/or the Underwriters have the right to cancel this Policy and declare the same null and void in the event of any breach of Policy terms and conditions if:

- (a) The Policyholder does not hold a valid Motor Insurance Policy or, if relevant, valid Green Card, at the time of the Insured Event for the vehicle involved.
- (b) The Policyholder's motor insurers are entitled to avoid the Motor Insurance Policy or refuse indemnity.
- (c) Any statements or answers made by the Policyholder to Us or the Underwriters prior to commencement of this Policy are found to be false or untrue.
- (d) The Policyholder fails to disclose any material fact relevant to the risks insured under this Policy to the Underwriters or to Us prior to the commencement of this Policy.
- (e) An Insured Person makes any Claim under this Policy, which is fraudulent or false in any material respect.
- (f) You fail to pay the required Policy Premium, if not having been waived, to the Participating Agent or Us within 14 days of receiving Your Welcome Pack.

11. Alteration

You must notify Us immediately of any change, which may or does affect this Policy.

12. Complaints

We are committed to dealing with customer complaints in a fair and prompt way. Complaints can be made verbally or in writing.

It is Our experience that most complaints can be resolved by speaking to the staff directly responsible for Your Claim. Please call Albany on 0800 077 8165 or write to The Quality Compliance Executive, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham SR8 2RR.

If the matter is not resolved to Your satisfaction, please write to the Managing Director, AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG.

The Underwriters will contact You within five days of receiving Your complaint to inform You of what action they are taking. The Underwriters will try to resolve the problem and give You an answer within four weeks. If it will take the Underwriters longer than four weeks the Underwriters will tell You when You can expect an answer.

If the Underwriters have not given You an answer in eight weeks they will tell You how You can take Your complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right You have to take action against Us.

If You are still not satisfied You can contact the Financial Ombudsman Service at:

Financial Ombudman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

By telephone 0845 080 1800 or 0300 123 9 123 or email complaint.info@financial-ombudsman.org.uk

13. Arbitration

In the event of any dispute or difference whatsoever arising out of this Policy or any Claim made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the Insured Person and Us. If the Insured

Person is not the Policyholder by claiming under the Policy they agree to be a party to any Arbitration under this Clause whether jointly with the Policyholder or otherwise and whether as Claimant or Defendant.

If We cannot agree on an arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the Territorial Limits will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the Insured Person or Us, the arbitrator will decide how the Insured Person and We will share the costs.

14. Exclusions

The Underwriters will not indemnify the Insured Person in respect of:

- 1. Any Insured Event that took place prior to the Period of Insurance.**
- 2. Any Claim reported to Albany more than 180 days after the Insured Event.**
- 3. Any Legal Costs and Expenses for any period subsequent to a refusal by the Appointed Legal Representative to act further for the Insured Person for a reason, which Albany consider, is justified unless Albany agree to another Appointed Legal Representative being instructed.**
- 4. In any case where the Insured Person has misled the Appointed Legal Representative or Albany as to the circumstances of the accident.**
- 5. In any case where the Insured Person fails to disclose to Albany and/or the Appointed Legal Representative material facts relevant to the Claim.**
- 6. Compensation, costs, damages, fines or penalties of any kind awarded by a court of criminal jurisdiction.**
- 7. Claims for damage to any property or any related loss, expense or costs that are indirectly caused by the Insured Event which led to Your Claim, unless specifically stated in this Policy.**
- 8. Any Claim arising out of a deliberate and/or criminal act or omission or which is found to Albany's satisfaction to be of a fraudulent nature.**
- 9. Any Claim arising from the theft or attempted theft of the Insured Vehicle.**
- 10. In any case where the Insured Person does not possess a valid Motor Insurance Policy, valid road fund licence or MOT for the Insured Vehicle or a valid driving licence.**
- 11. In any case where the Insured Vehicle is not in a roadworthy condition at the time of the Insured Event.**
- 12. Any Claim where the Insured Person's motor insurers are entitled to repudiate the Motor Insurance Policy or refuse indemnity.**
- 13. All Claims in the Territorial Limits where a valid Green Card is required and has not been issued.**
- 14. Any Insured Event arising out of the use of an Insured Vehicle by the Insured Person in connection with racing, rallies, trials or competitions of any kind.**
- 15. Any Claim where no Premium has been paid by You or received by the Participating Agent or Us within 14 days of the date of issuing of the Policy, save where this requirement has been waived.**
- 16. Any Claim where the Third Party cannot be traced or identified.**
- 17. Any Claims arising from:**
 - (a) Ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.**

- (b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it.**
 - (c) Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government or public or local authority.**
 - (d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.**
 - (e) Any Claims directly or indirectly caused by or resulting from any device failing to recognise interpret or process any date as its true calendar date.**
- 18. Legal Costs and Expenses incurred prior to notification of the Insured Event to Albany.**
- 19. Legal Proceedings dealt with by a court or other body, which Albany have not agreed to or are outside the Territorial Limits.**
- 20. The cost of representation in the Small Claims Track or any other proceedings or dispute resolution process where costs cannot be recovered or paid on a standard or similar basis.**
- 21. Any undertaking the Insured Person gives to the Appointed Legal Representative, or which the Insured Person or the Appointed Legal Representative gives to any person about payment of fees or expenses, unless Albany have given prior written authority.**

15. Governing law & language.

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

16. Whole agreement

This Policy contains the entire agreement between the Policyholder and any Insured Person claiming under it and the Underwriters and Albany on their behalf and no other representation or warranty by the Insured Person or Us or their authorised representatives or any third party shall have any contractual effect unless agreed by all parties in writing.

Supplied by Able Insurance Services Ltd (trading as Gladiator), (FSA Registration: 311649), Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN, and is administered by Albany Assistance Limited (FSA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham. SR8 2RR, and is underwritten by AmTrust Europe Limited (FSA Registration: 202189) Market Square House, St James's Street, Nottingham, Nottinghamshire. NG1 6FG (Home State: United Kingdom).

17. Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) covers Albany Assistance Limited and AmTrust Europe Limited. You may be entitled to compensation from the scheme should either firm be unable to meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. You can get more information about the compensation scheme arrangements from the FSCS.

The contact information is: The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London. E1 8BN.

Telephone: 020 7741 4100.

E-mail: enquiries@FSCS.org.uk

18. Cancellation

You have the right to cancel this Policy within fourteen days of the date upon which You receive Your Welcome Pack. Subject to no Claim being made upon the Policy a full refund will be given of any Premium paid. Cover will cease from the day You deliver, post or telephone Your notice

of cancellation. After this 14-day period, You can cancel the Policy at any time by contacting Able Insurance Services Ltd (trading as Gladiator), Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN. However no refund will be given, subject to the discretion of Able Insurance Services Ltd (trading as Gladiator).

You may cancel this policy by calling 0844 848 4302.

We may cancel this policy at any time by sending 7 days written notice to your last registered address.

This policy is underwritten by AmTrust Europe Limited.

Gladiator is a trading name of Able Insurance Services Ltd. Registered Office: Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN.

All companies are authorised and regulated by the Financial Services Authority.

Notes

Notes



This booklet is made from recycled paper.