



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 incident, which is not their fault, will require:

- a loss recovery service (including legal assistance and representation if necessary) to recover any uninsured losses arising from the incident; 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 for the duration of this policy.

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 own costs, own disbursements and opponent's costs, incurred by an 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 an insured person or for which the insured person is legally responsible whilst in or on the insured vehicle. (c) Death or personal injury to an insured person whilst in, on or mounting or dismounting from the insured vehicle. <p>Passengers and drivers, with your permission, will also get the benefit of the policy cover.</p>	<p>Own costs, own disbursements and opponent's costs are limited to £100,000.</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>Events which may give rise to a claim which have not been reported to Us within 6 months of their occurrence.</p> <p>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 between the parties.</p>	<p>DEFINITIONS: Limit of Indemnity, Insured Incident & Insured Person.</p> <p>Exclusion 3.</p> <p>CONDITIONS: 4. Representation d</p> <p>Exclusion 2.</p> <p>Exclusion 12.</p>
<p>Territorial limits</p> <p>The policy cover applies to accidents that happen in the territorial limits of 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.</p>		<p>DEFINITIONS: Territorial limits</p>

Cancellation right

You may cancel this product and receive a full refund, subject to you not making a claim, if you inform Gladiator within 14 days from receipt of the confirmation letter.

Should you cancel outside the 14 day cancellation period, no refund of premium will be given.

Please contact Able Insurance Services Ltd (trading as Gladiator), Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN or ring 0333 220 2095.

Duration of Cover

The period of your Motor Insurance policy, which runs alongside this policy and does not exceed 12 months.

Making a Claim

If you need to make a claim please call us on: 0808 223 7409 within 6 months of the insured incident. You will need to confirm you are insured with Gladiator and provide your policy number, your vehicle registration number, date of incident and any supporting details/information required to pursue the claim.

How to make a complaint

If you wish to make a complaint please contact the Quality & Support Department first by calling 0800 953 7122; or you can write to the Quality & Support Department, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham, SR8 2RR.

If we have given you a final response and you are still unhappy, 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.

Tel: 0800 0 234 567
free for people phoning from a “fixed line” (for example, 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.

Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot 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 costs. You can get more information about the compensation scheme arrangements from the FSCS.

The contact information is:

The FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100

Email: enquiries@fscs.org.uk

Your Legal Expenses Policy

Cover

The Underwriters upon receipt of Premium agree to indemnify an Insured Person against Own Costs, Own Disbursements and Opponent's Costs subject to the policy terms, Limit of Indemnity, exclusions and conditions herein, in respect of an Insured Incident.

Definitions

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

Able - Gladiator is a trading name of Able Insurance Services Ltd.

Appointed Legal Representative - 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 - a civil Claim for damages for Uninsured Losses arising out of an Insured Incident.

Insured Incident - an event caused by a Third Party that results in loss or damage to the Insured Vehicle, personal property, death or injury to an Insured Person. The event must involve the Insured Vehicle and have occurred within the Territorial Limits.

Insured Person - You and any person authorised to drive the Insured Vehicle under Your Motor Insurance Policy. Cover extends to any authorised passenger in or on the Insured Vehicle who is claiming under this policy with Your consent, or Your or their legal representative in the event of death.

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

Legal Proceedings - all work necessary regarding a Claim with the approval of the Underwriters, subject to the jurisdiction of

courts within the United Kingdom, the Isle of Man or the Channel Islands. Appeals from such hearings are also included if 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 and Our written consent is given. We must also consider the appeal to have Prospects of Success.

Limit of Indemnity - the maximum sum that the Underwriter will pay, in total for all claims made against this policy, in respect of Own Costs, Own Disbursements and Opponent's Costs incurred in relation to the Legal Proceedings within the Period of Insurance subject always to the maximum indemnity of £100,000.

Motor Insurance Policy - the policy of insurance arranged through Gladiator.

Opponent's Costs - a Third Party's legal fees, disbursements and expenses which an Insured Person is ordered to pay by a court or which, with Our approval, an Insured Person:

1. agrees to pay;
2. becomes liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or
3. becomes liable to pay by discontinuing the Claim under Part 38 of the Civil Procedure Rules.

Own Costs - the reasonable and proportionate but irrecoverable costs incurred by the Appointed Legal Representative that would be allowed on a detailed assessment of costs between parties on a standard basis which an Insured Person has to pay but excluding any percentage uplift applied to those 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.

Own Disbursements - an Insured Person's liability for the following, reasonably and proportionally incurred, expenses:

1. DVLA search fees;
2. police accident report;
3. experts reports;
4. court fees;
5. witness expenses; and
6. such other fees required for the proper advancement of the Claim as We agree.

Period of Insurance - the period of the Gladiator Insurance Policy, which runs concurrent with this policy and does not exceed 12 months.

Policyholder - the person to whom this insurance has been issued and who has paid the Premium.

Premium - a payment which needs to be paid to Gladiator by You to get the benefit of this Policy.

Prospects of Success - it is considered that an Insured Person has a 51% or better chance of receiving an award of compensation which (after taking into account the likely contribution to be received from a Third Party to an Insured Person's Own Costs and Own Disbursements) is more than the Own Costs and Own Disbursements of pursuing the Claim.

Territorial Limits - 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 - the other person(s) and/or party(s) responsible for the Insured Incident, excluding the Insured Person(s).

Underwriters - AmTrust Europe Limited.

Uninsured Loss - any loss sustained by the Insured Person arising out of an Insured Incident, which is not covered by Your underlying Motor Insurance Policy.

We, Us, Our - Albany Assistance Ltd (Albany) acting on behalf of the Underwriters.

You, Your - the Policyholder.

Exclusions

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

1. An Insured Incident which occurred outside the Period of Insurance.
2. Any Claim reported to Albany more than 6 months after the Insured Incident.
3. Own Costs and Own Disbursements including costs of appeals which are incurred without Our written consent and agreement and in any event all such Own Costs and Own Disbursements incurred prior to notification of the relevant Claim to Us.
4. Legal costs, expenses, fines, penalties or other payments the Insured Person is ordered to pay by a Court of criminal jurisdiction.
5. Claims arising out of the use of the Insured Vehicle by the Insured Person for racing, rallies, trials or competitions of any kind.
6. Claims arising out of the Insured Person's deliberate act or omission.
7. Claims arising out of an Insured Incident that We find to be of a fraudulent nature, or where the Insured Person has deliberately or recklessly misled Us or the Appointed Legal Representative as to the circumstances of the accident.
8. Any Claim where, when in control of the Insured Vehicle, the Insured Person did not have possession of both a valid driving licence and certificate of insurance.
9. Any Claim where the Insured Vehicle was not in a roadworthy condition or did not have a valid MOT Certificate where applicable.

10. The defence of any claim or legal proceedings made or brought against the Insured Person.
11. Any Claim or Legal Proceedings made, commenced or brought by the Insured Person outside of the United Kingdom, Isle of Man or Channel Islands.
12. Any Own Costs and Own Disbursements incurred in representation in the Small Claims Track or any other proceedings where costs cannot be recovered from the Third Party.
13. Claims made between the Policyholder and Insured Persons or between other Insured Persons.
14. Own Costs, Own Disbursements and Opponent's Costs incurred in respect of a Claim where Your motor insurer repudiates the Motor Insurance Policy or otherwise refuse to become involved in the Insured Incident.
15. Claims where the Insured Person:
 - a) Takes action without first obtaining Our consent or;
 - b) Causes delay or fail to respond to requests for assistance from Us or the Appointed Legal Representative.
16. 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.
17. Any Claim where We or the Appointed Legal Representative deem there are no Prospects of Success.
18. Any Claim or legal proceedings made or brought against you arising from loss or destruction of or damage to any property.
19. Any Claim arising from the theft or attempted theft of the Insured Vehicle.
20. Any Claim where the Third Party cannot be traced or identified.

Conditions

1. Compliance And Precautions

The Insured Person must comply with all of the terms and conditions of this policy and take all reasonable precautions to minimise Own Costs, Own Disbursements and Opponent's Costs and attempt to prevent any event, which may cause a claim under this policy.

2. Reporting The Claim

If You need to make a Claim please call us on 0808 223 7409, within 6 months of the Insured Incident. You will need to confirm You are insured with Gladiator and provide Your policy number, the Insured Vehicle registration number, date of accident and any supporting details/information required to pursue the Claim. The Insured Person must complete any forms requested.

3. Acceptance of a Claim

Where We accept that a Claim has Prospects of Success, We will notify the Insured Person or Gladiator in writing as soon as possible.

4. Representation

- (a) We have the right to make investigations into every matter that is or might be an Insured Incident.
- (b) We have the right to negotiate and settle the Claim, in the Insured Person's name, before an Appointed Legal Representative is instructed.
- (c) Where appropriate We 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) Except where Legal Proceedings need to be issued or there is a conflict of interest the Appointed Legal Representative will be chosen by Us. If the Insured Person wishes to appoint their own solicitor, We will only accept that appointment if the request is made in writing to Us and We are satisfied that the solicitor is able to deal with the case. The solicitor must sign Our Non-panel Solicitor Terms and Conditions and have a duty to minimise the costs of any Claim and/or Legal Proceedings. Once the chosen solicitor has been approved by Us, they will become the Appointed Legal Representative subject to the terms and conditions of this policy. Your right to choose an Appointed Legal Representative will only commence when the need arises for proceedings to be issued. You must not change the Appointed Legal Representative without Our prior written consent. This condition is subject to any rights of the Insured Person 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 14.

5. Control of the Claim

- (a) The Insured Person must co-operate fully with the Appointed Legal Representative and Us. We and the Appointed Legal Representative must be kept 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) The Insured Person must allow Us 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. The Insured Person must not do anything that will prejudice the Claim or the Legal Proceedings.
- (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 and the Appointed Legal Representative consider the outcome of the Claim will not be bettered, We reserve the right to withdraw cover and will not be responsible for any further Own Costs, Own Disbursements and Opponent's Costs 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 subject to the Limit of Indemnity.
- (g) The Insured Person shall take all reasonable steps to keep the costs of the Claim, any Legal Proceedings and Own Costs, Own Disbursements and Opponent's Costs to a minimum.
- (h) The Insured Person must send to Us directly or authorise the Appointed Legal Representative to send to Us all bills, orders or awards for Own Costs,

Own Disbursements and Opponent's 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 Own Costs and Own Disbursements 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 Own Costs and Own Disbursements under this Policy We can take over and if necessary conduct proceedings in the name of the Insured Person to recover such Own Costs and Own Disbursements which the Insured Person is entitled to receive from the Third Party.
- (k) 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 Prospects of Success no longer exist.

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 Us, all Own Costs, Own Disbursements and Opponent's Costs will become the responsibility of the Insured Person. In addition, We will be entitled to be reimbursed by the Insured Person of all Own Costs, Own Disbursements and Opponent's Costs paid or incurred during the course of the Claim.

7. Communication

All notices and communications from Us and the Underwriters 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 Incident 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. Compliance and Avoidance Of Policy

We have the right to cancel this Policy and declare the same void:

- (a) In the event of any breach of policy terms and conditions,
- (b) If You do not hold a valid Motor Insurance Policy at the time of the Insured Incident for the vehicle involved,
- (c) Any Claim where the Insured does not hold a valid motor insurance policy and/or where the motor insurers are entitled to avoid cover under that motor insurance policy
- (d) If any statements or answers made by You prior to commencement of this Policy are found to be false, deliberately, or recklessly, misleading or untrue,
- (e) If any statements or answers made by an Insured Person during the conduct of the Claim and/or Legal Proceedings are found to be false, deliberately, or recklessly, misleading or untrue,
- (f) If an Insured Person fails to disclose any information relevant to the conduct of the Claim (including but not limited to the making, acceptance or rejection of any offers to settle, or discontinue, a Claim) or the Legal Proceedings,
- (g) If an Insured Person makes any claim under this policy, which is fraudulent, misleading or false,

(h) If You fail to pay the Premium, to Gladiator or Us within 14 days of receiving Your confirmation letter.

10. Alteration

You and/or the Insured Person must notify Us immediately of any change to the information they have provided, which may or does affect this Policy and/or Claim.

11. Complaints

If you wish to make a complaint please contact the Quality & Support Department first by calling 0800 953 7122; or write to the Quality & Support Department, Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham, SR8 2RR.

If We have given you Our final response and you are still unhappy, or more than 8 weeks have passed since We received the original complaint, you may refer your complaint to the Financial Ombudsman Service (FOS) at Exchange Tower, London E14 9SR.

Tel: 0800 0 234 567 free for people phoning from a 'fixed line' (e.g. a landline at home). 0300 123 9 123 free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: complaint.info@financial-ombudsman.org.uk

12. Cancellation by You

You may cancel this product and receive a full refund, subject to any Insured Person not making a Claim, if You inform Gladiator within 14 days from receipt of the confirmation letter.

Should You cancel outside the 14 day cancellation period, no refund of Premium will be given.

Please contact Able Insurance Services Ltd (trading as Gladiator), Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN or ring 0333 220 2095.

13. Cancellation by Us

Your Policy may be cancelled by Us in the event of:

- An Insured Person making a Claim of a fraudulent or false nature. In these circumstances there will be no return of Premium,
- Your Motor Insurance Policy arranged with Gladiator is cancelled,
- Your circumstances change and You are no longer able to make a Claim.

14. 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 United Kingdom, Isle of Man or Channel Islands 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.

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 You 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 general third party's shall have any contractual effect unless agreed by all parties in writing.

Supplied by Able Insurance Services Ltd trading as Gladiator which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 311649), Ellipse, Ground Floor, Padley Road, Swansea, SA1 8AN, and is administered by Albany Assistance Ltd which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham. SR8 2RR.

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.

17. Financial Services Compensation Scheme

We are members of 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. Most insurance contracts are covered for 90% of the Claim costs. You can get more information about the compensation scheme arrangements from the FSCS. The contact information is:

The FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Tel: 0207 741 4100 or 0800 678 1100.

Email: enquiries@fscs.org.uk

DATA PROTECTION & PRIVACY STATEMENTS

Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Ltd which is administered by Albany Assistance Ltd (Albany), you have consented to the use of your data as described below.

Data Protection Policy

AmTrust Europe Ltd and Albany 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 the provisions below.

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 AmTrust and Albany use and protect Your information and who they share it with

We will both use Your information to manage Your insurance policy, including underwriting and handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

Your information comprises of all the details held about You and Your transactions and includes information obtained from third parties. AmTrust may use and share Your information with other members of the AmTrust group companies and Albany may use and share Your information with other members of the Albany group companies. We will both provide an adequate level of protection to Your data.

Neither AmTrust nor Albany discloses your information to anyone outside their respective groups except:

- Where You have given Your permission
- Where either of us is 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 AmTrust may transfer rights and obligations under this agreement.

Either AmTrust or Albany may transfer Your information to other countries and jurisdictions on the basis that anyone to whom it is passed 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 the right to see a copy of the personal information AmTrust or Albany holds about You. If You believe any of the information either of them is holding is incorrect or incomplete, please let the relevant one of us know as soon as possible. Before you are provided with a copy of the information You may be asked for a small fee of £10.00.

Marketing

Neither AmTrust nor Albany will use Your data for marketing purposes. All information provided is used to manage Your insurance policy only.

Call recording

Albany Assistance Ltd who will act on behalf of AmTrust in connection with the policy and its administration may monitor and record calls and may share your information with its associated and subsidiary companies (or the holding company of any of them).



This booklet is made from recycled paper.