

Motor Legal Expenses

Introduction

This is only a Summary of the Policy. The full terms and conditions of the cover can be found in the Policy document. It is important that you read the Policy carefully when you receive it.

Insurer

This insurance Policy has been arranged by and is underwritten by Acasta Europe Limited, PO Box 1338, First Floor, Grand Ocean Plaza, Ocean Village, Gibraltar (registered no. 96218) which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta on request.

Cancellation Right

We hope that you are happy with the cover this Policy provides. You have the right to cancel the Policy at any time by sending us notice in writing. If you send notice in writing within 14 days of receiving the Policy then we will return the premium in full provided that you have not made a claim. This is called the "cooling off period". If you cancel at any other time, there will be no refund of the premium.

Making a Claim 24/7

Claims are normally handled within our Claims Centre.

If an accident occurs:

- write down the details of each vehicle and driver
- take the names and addresses of any witnesses

Any person covered may make a claim under this Policy. Please note that all claims must be reported to us within 180 days of the event giving rise to the claim.

CALL 0333 003 0613 Or

EMAIL enquiries@kingswayclaims.co.uk Or

WRITE TO

Kingsway Claims
Kingsway House,
Riverbank Road,
Sunderland,
Tyne and Wear,
SR5 3JJ

Please quote **Motor Legal** in all communications.

REMEMBER the claims line is open 24 hours a day, 365 days a year.

Significant Features and Benefits

Legal Expenses Cover

This Policy provides cover of up to £100,000 in respect of the insured person's legal costs and the risk of having to pay all or part of the other side's costs as a result of pursuing civil legal proceedings arising out of a motoring incident.

The cover protects insured persons claiming uninsured losses including damage to the vehicle, loss or damage of personal belongings but does NOT cover the insured person's lawyer's costs in claims for damages arising from the death of or personal injury to an insured person.

Cover will be provided for 12 months provided that a policy of motor insurance covering the compulsory risks remains in force in respect of your vehicle throughout this time.

It provides access to our experienced panel of specialist solicitors.

The Policy covers the Policyholder.

Cover extends to cars, motorcycles and vans.

The Policy covers the whole European Economic Area (the European Union plus Iceland, Liechtenstein and Norway) and in addition the Isle of Man, Jersey, Guernsey, Albania, Andorra, Bosnia Herzegovina, Croatia, FYR Macedonia, Monaco, Montenegro, San Marino, Serbia, Switzerland and the European part of Turkey.

Significant Exclusions or Limitations

We shall not be liable in respect of:

- Legal action brought against the insured person
- Costs of the insured person's lawyer in claims for damages arising from the death of or personal injury to an insured person.
- Claims arising out of incidents when the insured person was not covered by a motor insurance policy
- Claims where the insured person intends to represent themselves (except Small Claims Track or otherwise with our approval)
- Costs arising before we accept a claim or arising out of different proceedings to those which we approved
- Costs incurred after a breach of the Policy terms and conditions by the insured person
- Any claim reported by the insured person to us more than 180 days after the insured event
- Parking offences
- Claims which we do not consider to have sufficient prospects of success – please refer to the Policy for details of how we decide this
- Injury, loss or damage sustained by any passenger

How to Make a Complaint

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact:

Managing Director
Kingsway Claims
Kingsway House,
Riverbank Road,
Sunderland,
SR5 3JJ

Tel: 0191 322 2030

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
Docklands
London
E14 9SR

Tel: 0845 080 1800

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

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Acasta Europe Ltd is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the Insurer is unable to meet their obligations under this policy, the insured person may be entitled to compensation from the Compensation Scheme.

Consumer Insurance (Disclosure & Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to us is true and correct. You must tell us of any changes to the answers you have given as soon as possible. Failure to advise us of a change to your answers may mean that your Policy is invalid and that it does not operate in the event of a claim.

You must contact your insurance broker or agent immediately in the event that there is a change to your circumstances, as follows:

You change your address;

You are convicted of a criminal offence or receive a police caution;

You have insurance refused, declined, cancelled or terms applied by another insurance provider.