# **Elephant Insurance**

**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 Prudential Regulation Authority, Financial Services Number: 202189)

This document summarises the key features of the insurance policy for LD59RUC. 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?

Motor Legal Protection 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?

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

- Uninsured losses and injuries: We'll 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'll 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'll 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'll 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'll 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'll pay legal costs to represent you.
- Uninsured driver protection: We'll pay you £500 or the equivalent value of your excess (whichever is the highest) if;
  - 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.



#### What is not insured?

No prospects: We don't cover legal claims where we or the lawyers deem there is less than a 51% chance of success

**Product: Motor Legal Protection Policy** 

- 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 won't 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.
- Intentional claims: We won't pay out for as a result of your deliberate or reckless act.
- **Fraud:** We won't pay out where we think there is fraud or you have deliberately misled us.
- Non-adherence to legal requirements: We won't 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.
- Legal representation: You cannot change your legal representation without our consent



#### 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, 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 amounts 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 any 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?

You can pay for your insurance with one lump sum with a debit/credit card. If eligible, you can pay in monthly instalments by Direct Debit. Monthly instalments will apply for the duration of the policy.



### When does the cover start and end?

Your cover will start at 00:00 on the 30/04/2018 and end at 00:01 on the 30/04/2019. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date. We will contact you before your renewal date and before taking payment to confirm your renewal terms.



## How do I cancel the contract?

You can cancel at any time by calling us on 0333 220 2006 or by writing to us at Ty Admiral, David Street, Cardiff, CF10 2AA. Your cancellation will be subject to the relevant cancellation fee.