



carpenters

5:00

Your  
**Motor Legal Expenses Insurance**  
Policy

To make a claim please call our claims helpline on

**0800 221 8627**

or call **0333 400 7364** (inclusive in mobile minutes).

All calls are recorded for training and monitoring purposes.

Some important information about Your Motor Legal Expenses Insurance Policy is summarised below. This summary does not describe all of the terms and conditions of Your policy, so please take time to read the policy document to make sure You understand the cover it provides.

# keyfacts

| What is Covered   | Significant Exclusions and Limitations   | Relevant Policy Section  |
|---|--|--|
| <p>Uninsured Loss Recovery and Personal Injury.</p> <p>We will pay for <b>Legal Costs and Expenses</b> to recover the <b>Insured Persons Uninsured Losses</b> following a road traffic accident involving the <b>Insured Vehicle</b> which causes:</p> <ul style="list-style-type: none"> <li>• Damage to the <b>Insured Vehicle</b> or to personal property in it; or</li> <li>• Death or injury to an <b>Insured Person</b> in or on the <b>Insured Vehicle</b></li> </ul> <p>We will defend a motor prosecution on <b>Your</b> behalf where there is a reasonable prospect of acquittal, or if convicted <b>You</b> would face a mandatory disqualification.</p> | <p><b>Legal Costs and Expenses</b> more than £100,000</p> <p><b>Legal Costs and Expenses</b> where we believe the <b>Insured Person's</b> claim does not have a reasonable chance of success.</p> <p><b>Legal Costs and Expenses</b> where we believe the costs to pursue <b>Your</b> claim are not reasonably commensurate with the likely return.</p> <p>Claims more than 30 days after the date of the <b>Insured Incident</b>.</p> <p>Claims for incidents outside of the <b>Territorial Limits</b> (Great Britain, Northern Ireland, The Isle of Man and the Channel Islands, and provided that the <b>Insured Person</b> has complied with the requirements for extending full policy cover abroad, any country of the EU, Andorra, Gibraltar, Liechtenstein, Monaco, Norway, San Marino and Switzerland).</p> <p><b>Legal Costs and Expenses</b> incurred by <b>You</b> before the <b>Underwriters</b> instruct an <b>Appointed Solicitor</b> to act for <b>You</b> and/or the <b>Insured Person</b>.</p> | <p>Definitions (Limit of Indemnity)</p> <p>General Conditions (3. Prospects of Success)</p> <p>General Conditions (<b>3. Prospects of Success</b>)</p> <p>Conditions (2. Claims Procedures)</p> <p>General Exceptions (What is not Covered)</p> <p>General Exceptions (<b>What is not Covered</b>)</p> |

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# Motor Legal Protection Insurance Policy

This is your legal expenses insurance policy. It is arranged and administered by Carpenters Solicitors and underwritten by AmTrust Europe Limited. It is only valid if bought in conjunction with a separate motor insurance policy which is issued in your name. Cover under this legal expenses insurance policy will cease when the separate motor insurance policy expires or is cancelled

It describes the contract between you and AmTrust Europe Limited, and in return for the premium, cover is provided for the period of insurance under the terms set out in your policy. This policy gives you the details of what your legal expenses insurance does and does not cover. Please read this document carefully to avoid any misunderstandings. Please pay special attention to those pages describing the Conditions and Exceptions which apply to your whole policy.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to you in the English language and Carpenters and AmTrust will communicate in this language for the duration of the policy.

If you have any queries about this policy or about any claim under this policy then you should contact the administrator: who is Carpenters Solicitors, Leonard House, Scotts Quays, Birkenhead, CH41 1FB.

Carpenters Solicitors are authorised and regulated by the Financial Conduct Authority registration number 589305.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. 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. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

This policy is covered by the UK Financial Services Compensation Scheme. If we cannot meet our obligations under the policy you may be entitled to compensation under the scheme. Further information about compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0207 741 4100)

## Definitions

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

### **Administrator:**

Carpenters Solicitors, Leonard House, Scotts Quays, Birkenhead, CH41 1FB

### **Appointed Solicitor:**

Our specialist panel solicitor or their agents or any other appropriately qualified lawyer, legal representative or specialist consultant appointed by the **underwriters** to act on behalf of the **insured person**. Or where agreed by the **underwriters** any legal representative nominated by **you**.

# Definitions Continued

## **Claims Handlers:**

Arc Legal Assistance Limited, Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Our reference number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

## **Defendant:**

The person, company or partnership that the **Insured Person** alleges is responsible for the **Insured Incident**.

## **Insurance Intermediary:**

The intermediary acting on **your** behalf as **Your** agent who arranged the **Underlying Policy of Motor Insurance** taken out by **you**.

## **Insured, You, Your:**

The person to whom this insurance has been issued and who has paid or promised to pay the premium.

## **Insured Incident:**

Any road traffic accident (excluding claims for theft or fire) which results in damage to the **Insured Vehicle** or damage to any personal property owned by an **Insured Person** whilst in or on the **Insured Vehicle** or any injury to or death of an **Insured Person** whilst in on or mounting onto or dismounting from the **Insured Vehicle**.

## **Insured Person:**

The **Insured**, any authorised driver included to drive under the terms and conditions of the **Underlying Policy of Motor Insurance** or a passenger carried in the **Insured Vehicle**.

## **Insured Vehicle:**

The motorcar, motorcycle or commercial vehicle specified in the **Underlying Policy of Motor Insurance** taken out by **you** and any replacement vehicle the **Underwriters** arrange for **You** whilst the **Insured Vehicle** is being repaired after you have claimed under this policy. Any other vehicle which the certificate of motor insurance issued in connection with the **Underlying Policy of Motor Insurance** allows **You** to use in the United Kingdom. Any trailer owned by **You** whether attached to or detached from the **Insured Vehicle**.

## **Legal Costs and Expenses:**

Reasonable legal fees and other expenses charged to **You** by the **Appointed Solicitor** (with the prior agreement of the **Underwriters**) for any **Legal Proceedings**. Also costs which a civil court has ordered **You** to pay or to which the **Underwriters** have agreed.

## **Legal Proceedings:**

Civil proceedings arising out of a road traffic accident.

## **Limit of Indemnity:**

The maximum sum that the **Underwriters** will pay in aggregate in respect of all **Legal Costs and Expenses** incurred by the **Appointed Solicitor** or the **Defendant** in relation to the prosecution of a claim which is covered by this insurance. Subject always to a maximum indemnity of £100,000.

## **Period of Insurance:**

The period commencing from when the **Insured** pays or promises to pay the premium to the **Insurance Intermediary**, to the expiry date of the **Underlying Policy of Motor Insurance** in force in respect of the **Insured Vehicle** which in no circumstances will exceed 12 months.

## **Prospects of Success:**

Prospects considered as a 51% or better chance of success .

# Definitions continued

## **Territorial Limits:**

The United Kingdom, the Channel Islands, the Isle of Man and provided that the Insured has complied with the requirements for extending full policy cover abroad under the **Underlying Policy of Motor Insurance**, any member country of the EU, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.

## **Underlying Policy of Motor Insurance:**

The separate motor insurance policy in **Your** name covering the **Insured Vehicle**. Cover is only effective under this legal expenses insurance policy whilst the **Underlying Policy of Motor Insurance** remains in force.

## **Underwriters:**

AmTrust Europe Limited.

## **Uninsured Losses:**

Expenses or compensation claims (or both) which are not covered by **Your Underlying Policy of Motor Insurance** but for which **You** have a claim at law against the responsible party.

# What is Covered

In the event that **You** make a claim under **Your Underlying Policy of Motor Insurance** in respect of an **Insured Incident** in which an **Insured Person** is involved and the **Insured Incident** is one for which the **Insured Person** is not at fault, the **Underwriters** will instruct the **Appointed Solicitor** to try to recover **Your Uninsured Losses** (including the **Legal Costs and Expenses** incurred by **You** in claiming those losses). This Motor Legal Expenses Insurance Policy will only apply provided the **Underwriters** and the **Appointed Solicitor** are of the view that the **Prospects of Success** are sufficiently strong to justify pursuing **Your** claim for **Uninsured Losses** against a **Defendant**.

If the **Underwriters** have paid for any **Legal Costs and Expenses** and **You** are later awarded repayment of costs in any claim, the **Underwriters** will be entitled to reimbursement of those costs.

The Underwriters will instruct the Appointed Solicitor in accordance with their standard terms of appointment to act in Your name and for Your benefit. The most the Underwriters will pay for Legal Costs and Expenses for all claims that arise from the same Insured Incident is the Limit of Indemnity applying to this policy.

In addition this policy provides;

- Access to our 24 hour motor legal helpline - see General Condition 6 below.
- Cover for defending motor prosecutions as set out in General Condition 7 below.

Cover under this insurance is subject to:

- a) **You** having paid or promised to pay the premium.
- b) The Insured Incident having taken place within the Territorial Limits and within the Period of Insurance
- c) **You** having complied with all of the terms and conditions of this policy.

# General Conditions

## 1. Control of Claims

The **Underwriters** and the **Appointed Solicitor** will have control of any claim. **You** and/or an **Insured Person** must:

# General Conditions Continued

- a) keep the Underwriters informed via the Administrator of any developments relating to any claim as soon as possible after You and/or the Insured Person finds out about them, and
- b) follow the advice, given to you by the Underwriters and/or the Appointed Solicitor
- c) not start, defend, stop or withdraw from Legal Proceedings without the agreement of the **Underwriters** and/or the **Appointed Solicitor**, and
- d) give the **Underwriters** and/or the **Appointed Solicitor** information and instructions as requested.

The **Underwriters** will have direct access to the **Appointed Solicitor** at all times. The **Underwriters** have the right to see any information, documents or evidence that is in **Your** possession or is in the possession of an **Insured Person** or the **Appointed Solicitor**.

If in any **Legal Proceedings** the claim is not successful and **You** and/or the **Insured Person** want to appeal, **You** must write and tell the **Underwriters** and the **Appointed Solicitor** no later than **14** days before the time for making an appeal ends or as soon as possible if the time period during which **You** may make an appeal is **14** days or less. The **Underwriters** will cover **Your** and/or the **Legal Costs and Expenses** for the appeal if the **Underwriters** and the **Appointed Solicitor** agree that there are reasonable **Prospects of Success** in pursuing the appeal.

The Underwriters can take over conduct of any claim at any time in the name of the Insured Person .

The **Underwriters** can issue **Legal Proceedings** for the **Underwriters** benefit in the name of the **Insured Person** to recover any payments that have been made under this insurance.

## 2. Claims Procedures

**You** and/or the **Insured Person** must:

- a) report all claims to the **Underwriters** via the **Administrator** as soon as is reasonably possible but at the very latest within 30 days of the happening of an **Insured Incident**, and
- b) take all reasonable steps to minimize the amount of any claim to be pursued against the **Defendant**, and
- c) cooperate with the **Underwriters** at all times, supply any information required and forward unanswered all communications received in connection with an **Insured Incident**, and
- d) cooperate fully with the Underwriters to assist in the recovery of Legal Costs and Expenses that they have had to pay on **Your** behalf and that have been reasonably incurred in connection with the pursuit of the claim.

Please see the contact details for reporting a claim on the final page of this policy.

## 3. Prospects of Success

The **Appointed Solicitors** will try to recover **Your** and/or the **Uninsured Losses** and the **Underwriters** will pay **Your** and/or the **Legal Costs and Expenses** provided the **Underwriters** and the **Appointed Solicitor** are of the view that it is more likely than not that the claim or the Legal Proceedings will mean **You** and/or the **Insured Person** will receive money by way of compensation .

If at any time the Underwriters or the Appointed Solicitor think that either:

- a) the **Legal Costs and Expenses** involved in recovering **Your Uninsured Losses** are not
- b) commensurate with the likely return

the **Underwriters** will confirm this in writing to **You** and/or the **Insured Person**. The **Underwriters** will tell **You** and/or the **Insured Person** that they will not take any more action or pay any more **Legal Expenses**, without their written agreement, from 28 days after **You** and/or the **Insured Person** receives the notice.

# General Conditions Continued

In this event **You** and/or the **Insured Person** have a right to continue the claim or **Legal Proceedings** but this will be at **Your** own expense.

## 4. Representation

When **You** and/or the **Insured Person** has told the **Underwriters** about a claim they may investigate the claim and attempt to achieve a fair settlement, using the **Appointed Solicitor** if they think it is necessary.

Use of the **Appointed Solicitor** will be in accordance with the **Underwriters** standard terms and conditions. The **Appointed Solicitor** will act in **Your** name and/or the name of the **Insured Person** for the benefit of **You** and/or the **Insured Person**.

Alternatively, **You** and/or the **Insured Person** may nominate a solicitor of **your** own choice. This person must be an appropriately qualified lawyer, legal representative or specialist consultant and

- he/she must submit full details of his/her experience and expertise to the **Underwriters**; and
- he/she must agree to work in accordance with the **Underwriters** standard terms and conditions for solicitors

before the **Underwriters** can agree to his/her involvement in the claim and accept such person as the **Appointed Solicitor** under this policy.

In the event that the **Underwriters** cannot agree such nomination the **Underwriters**, **You** and/or the **Insured Person** will have the right to refer the matter for arbitration as set out in condition 11 of this insurance .

## 5. Legal Costs and Expenses

The **Insured Person** or the **Appointed Solicitor** must send all accounts for **Legal Costs and Expenses** to the **Underwriters** as soon as possible after they are received. The **Underwriters** may ask the **Appointed Solicitor** to have the **Legal Costs and Expenses** assessed (detailed or summary), taxed or audited. The **Legal Costs and Expenses** that the **Underwriters** will pay will not be affected by any agreement, or promise made by the **Insured Person** to any solicitor or other person unless the **Underwriters** have approved it in writing.

## 6. Motor Legal Helpline

The motor legal helpline is provided on behalf of Arc Legal Assistance Limited by Carpenters Solicitors and is available 24 hours a day to assist with queries in relation to **Your** use of the **Insured Vehicle**. **You** should call **0330 099 0057** where **Our** agent will assist where possible, and arrange a call back from an appropriate legal advisor within two working days where required.

The motor legal helpline will provide preliminary advice and guidance . It will not undertake any communication or correspondence on **your** behalf, provide written advice, or provide any formal legal advice or representation.

## 7. Motor Prosecution Defence

Where **You** do not have cover under any other policy including **Your** motor policy, Carpenters Solicitors will defend a motor prosecution on **Your** behalf where there is a reasonable prospect of acquittal, or if convicted **You** would face a mandatory disqualification.

## 8. Settlement Offers

**You** and/or an **Insured Person** or **Your/his/her** solicitor must not accept or make any offer to settle the claim if this would mean the **Underwriters** have to pay **Legal Costs and Expenses**, unless **You** and/or

# General Conditions Continued

the **Insured Person** has the agreement of the **Underwriters**. The **Underwriters** will not withhold agreement unreasonably.

If either the **Underwriters** or the **Appointed Solicitor** are of the view that any offer to settle the claim should be accepted, but **You** and/or the **Insured Person** do not accept such offer and the amount of the offer is equal to or greater than the total damages which **You** and/or the **Insured Person** is eventually awarded, the **Underwriters** will not pay for any further **Legal Expenses** from the date of the offer.

## 9. Options to Pay

The **Underwriters** may decide to pay **You** and/or the claim for compensation instead of continuing to pursue the claim against the **Defendant** or to pursue **Legal Proceedings**.

## 10. Conflict of Interest

If at any time during the course of the claim, the **Underwriters** become aware of any possible conflict of interest, the **Underwriters** will tell **you** and/or the **Insured Person** about it in writing and appoint an alternative **Appointed Solicitor on Your** behalf.

### 11. Arbitration

**You** and/or an **Insured Person** have the right to refer any disagreement **You**, he or she has with the **Underwriters** to arbitration. The **Underwriters** also have the same right. The arbitrator will be a solicitor or barrister the **Underwriters** and the **Insured Person** agree on. If the **Underwriters** and the **Insured Person** cannot agree, the President of a suitable organisation will be asked to choose one. Whoever loses the arbitration will pay all the costs and expenses of the arbitration. If the arbitrator decides in the favour of the **Underwriter**, the **Insured Person** cannot recover the costs of the arbitration under this section. The **Underwriters** will write to the **Insured Person** telling him/her of the right to arbitration if there is disagreement about anything. The **Insured Person** must then write and tell the **Underwriters** if he/she wants to take up this option. Using the arbitration procedure does not prevent the **Insured Person** from referring the matter to the Financial Ombudsman Service or the right to appeal against the arbitrator's decision in a court of law.

## 12. Cancellation

This insurance provides **You** with a reflection period to enable **You** to decide whether **You** wish to continue with the full policy. The reflection period is for **14** days from the date that **You** receive **Your** policy documentation. If a period of less than **14** days has elapsed since **You** received **Your** policy documentation and **You** have not made a claim **You** have the right to cancel the policy and receive a full refund of premium. **You** must write to **Your** insurance intermediary within the **14** day period before the **Underwriters** can proceed with the cancellation on this basis.

**You** may cancel this policy at any time by writing to **Your Insurance Intermediary**. Outside of the **14** day 'reflection period' there will be no refund of premium allowable if **You** cancel **Your** insurance.

The **Underwriters** or **Your Insurance Intermediary** may cancel this policy if by sending **You** a letter giving **You** **Your** last known address. The **Underwriters** will then refund the appropriate proportion of the premium.

## 13. Your Obligations

- a) **You** and/or all **Insured Persons** must adhere to the terms and conditions of this insurance at all times.
- b) It is a condition of this insurance and the **Underlying Policy of Motor Insurance** that **You** have taken all reasonable care to answer all questions asked honestly, accurately and to the best of **Your** knowledge and that any other information given either verbally or in writing by **You** or on **Your** behalf at the time **You** applied for insurance is also complete and has been given honestly and to the best of **Your** knowledge and belief.

# General Conditions Continued

- c) If **You** and/or any **Insured Person** make any claim under this policy which is fraudulent or false or misleading or where there is collusion between **You** and/or the **Insured Person** and the **Defendant** or any witnesses this policy shall be declared void.

## General Exceptions: What is Not Covered

This insurance does not cover the following:

1. Any claim if **You** tell the **Underwriters** about the **Insured Incident** more than 30 days after it happened .
2. Any claim if the **Insured Incident** happened before cover under this policy started.
3. Any **Legal Costs and Expenses** incurred by **You** before the **Underwriters** instruct an **Appointed Solicitor** to act for **You** and/or the **Insured Person**.
4. Any **Legal Costs and Expenses** charged as a result of **Your** conduct and/or that of an **Insured Person** which may reasonably be considered to hinder the claim .
5. Any **Legal Costs and Expenses** if **You** and/or the **Insured Person** withdraw from the **Legal Proceedings** without the **Underwriters** agreement . In these circumstances the **Underwriters** will be entitled to a refund of any money that has been paid.
6. Any expenses for an expert witness, unless the **Underwriters** have given written approval .
7. Any **Uninsured Losses** or **Legal Costs and Expenses** which **You** can claim under another insurance policy or which **You** could have claimed if **You** had kept to the terms of that policy.
8. Any claim arising from a deliberate or malicious act .
9. Any claim for any **Legal Costs and Expenses** relating to any other person or organisation bringing a claim or counterclaim against **You** .
10. **Legal Costs and Expenses** **You** can recover from any other person .
11. **Legal Costs and Expenses** if the claim will be decided in a court outside of the **Territorial Limits** of this policy .
12. Any claims arising out of any deliberate criminal act or omission or fines and penalties imposed by a criminal court.
13. Any claims where the **Defendant** cannot be traced or does not hold valid motor insurance .
14. Any claims made or **Legal Proceedings** between the **Insured** and **Insured Persons**.
15. **Legal Costs and Expenses** arising from disputes between **You** or the **Insured Person** and the claims handlers.
16. **Legal Costs and Expenses** arising from disputes between **You** or the **Insured Person** and the **Underwriters**.
17. Any claim arising out of a contract **You** and/or the **Insured Person** has with another person or organisation .
18. Any **VAT** **You** and/or the **Insured Person** can recover from elsewhere .
19. Any claim where **You** do not have a valid **Underlying Policy of Motor Insurance** or where the **Insured Incident** is not covered by **Your Underlying Policy of Motor Insurance** .
20. Any claim where the **insured vehicle** does not have a valid **MOT** certificate or **you** or the person driving the **Insured Vehicle** does not have a valid driving licence .
21. Any claims resulting from the use of the **Insured Vehicle** for motor racing rallies speed trials or competitions of any kind .

## Reporting a Claim

If **You** wish to make a claim, **You** should contact the **Administrator, Claims Handlers** or **Insurance Intermediary** who arranged cover for **You**.

**You** can telephone the **Administrators** on **0800 221 8627**.

# Complaints Procedure

What to do if you have a complaint

We are dedicated to delivering a first class level of service to all of our policyholders. However, we accept that things can occasionally go wrong and would rather be told about any concerns you have so that we can take steps to make sure the service you receive meets your expectations in the future.

If a dispute regarding your policy or claim arises and cannot be resolved by reference to your Insurance Intermediary the following explains the procedures for resolving your complaint:

The resolution of complaints in relation to **Your** policy (or any claim made under it) is delegated to our service providers in the United Kingdom, Arc Legal Assistance Limited. If **You** have a complaint, please contact our service providers at the address below:

Arc Legal Assistance Ltd,  
PO BOX 8921,  
Colchester  
CO4 5YD

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

Tel: 01206 615000

Our service providers will make every effort to resolve **Your** complaint immediately. If they cannot resolve **Your** complaint by the end of the next working day they will acknowledge **Your** complaint within five working days of receipt and do their best to resolve the problem within four weeks by sending **You** a final response letter. If they are unable to do so, they will write to advise **You** of progress and will endeavour to resolve **Your** complaint in full within the following four weeks. If they are still unable to provide **You** with a final response at this stage, they will write to **You** explaining why and advise when **You** can expect a final response. At this point **You** may refer **Your** complaint to The Financial Ombudsman Service at the following address:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

**You** have the right of referral within 6 months of the date of **Your** final response letter.

Whilst we and our UK service providers are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure above does not affect **Your** right to take legal action.

# General Information

**All correspondence should be addressed to the claims handlers:**

Arc Legal Assistance Limited,  
PO BOX 8921,  
Colchester  
CO4 5YD

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

Tel: 01206 615000

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Our reference number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768

## MAKING A CLAIM

If you have been involved in a Road Traffic Accident, call our claims helpline now on:

**0800 221 8627**

or call **0333 400 7364\*** (\*inclusive in mobile minutes)

All calls are recorded for training and monitoring purposes

This policy is arranged and administered by Carpenters Solicitors, who are regulated by the Financial Conduct Authority under number 589305, and underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. 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. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

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