



# Motor Legal Expenses Cover

## Insurance Product Information Document

**Your Insurer:** Motor Legal Expenses Insurance 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

This insurance is managed and provided by Arc Legal Assistance Limited. Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Registration number 305958.

**Product:** Motor Legal Expenses Insurance

This document summarises the key features of your insurance policy. 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 insurance to cover legal advisers' costs for certain types of legal action(s) as detailed in your schedule.



### What is insured?

**We'll cover a legal advisers' costs up to £100,000 to help you pursue or defend a claim in the following situations:**

- ➔ **Uninsured Loss Recovery & Personal Injury:** To pursue damages claims arising from a road traffic accident:
  - a) Whilst you are in, boarding or alighting the vehicle against those whose negligence has caused your injury or death;
  - b) Against those whose negligence has caused you to suffer loss of your insurance policy excess or other out of pocket expenses.
- ➔ **Motor Prosecution Defence:** To defend an action in respect of a motoring offence arising from your use of the vehicle.
- ➔ **Motor Contract:** To pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the vehicle including the vehicle itself.
- ➔ **Vehicle Cloning:** To defend civil or criminal legal proceedings arising from use of the vehicles identity by another person or organisation without your permission.
- ➔ **Motor Insurance Database Disputes:** Advisers' costs for representation of your legal rights in a dispute with the police and/or other government agency in the event your vehicle is seized following a failure in the communications between your insurance adviser/insurer and the Motor Insurance Database resulting in incorrect information about you or your vehicle being recorded on that database.



### What is not insured?

**The policy does not provide cover for:**

- ➔ **Pre-inception incidents:** We won't cover events that started before the policy began.
- ➔ **Prospects of success:** We won't cover any legal action if there are not prospects of success. This is where the likelihood of winning is less than 50%.
- ➔ **Minimum amount in dispute:** We won't cover claims for Motor Contract if the amount in dispute is less than £250 (inc. VAT). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ➔ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.
- ➔ **Excess:** You are responsible for the first £50 of any claim under the Personal Injury section of cover



### Are there any restrictions on cover?

- ! **Your own advisers' costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.
- ! **Proportionality:** We will only pay advisors costs that are proportionate to the amount of damages that you are claiming in the action. Advisors costs in excess of the damages that you are able to claim from your opponent will not be covered



## Where am I covered?

➤ Claims which arise, or where proceedings are brought in:

- **Uninsured Loss Recovery & Personal Injury:** The United Kingdom, the European Union, the Channel Islands and the Isle of Man
- **All other sections:** The United Kingdom, the Channel Islands and the Isle of Man



## What are my obligations?

- You must notify claims as soon as reasonably possible once you become aware of the insured incident.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



## When and how do I pay?

- You can pay your premium as a one-off payment annually or in installments (a credit charge may apply).
- Payment options should be discussed with your insurance broker/intermediary.



## When does the cover start and end?

- From the start date you select (shown on your Policy Schedule) for 12 months.



## How do I cancel the contract?

- You may cancel this insurance within 14 days of your inception/renewal date or 14 days after receiving the full terms and conditions of your policy, whichever is later.
- If you cancel before the insurance has started you will receive a full refund.
- Once the 14 days has expired you may cancel this policy but no refund will be given.
- To cancel please contact ChoiceQuote Insurance on 0800 731 8509 or alternatively you can write to us.