

# Motor Legal Expenses Insurance

## Insurance Product Information Document

**Company:** Arc Legal Assistance Limited is registered in England & Wales and is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

**Product:** Motor Legal Expenses Insurance

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe 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.

The information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us. Complete pre-contract and contractual information about the product can be found in the policy wording provided by your insurance broker.

### What is this type of Insurance?

This policy is designed to cover the cost of professional fees charged by a solicitor following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and not specifically excluded.



#### What is Insured?

##### Section 1 - Personal Injury

- ✓ Pursuing a civil claim following a road accident involving the insured vehicle and resulting in the death of or bodily injury to an insured person.

##### Section 2 - Uninsured Loss Recovery

- ✓ A road accident involving the insured vehicle and resulting in uninsured losses being incurred by an insured person.

##### Section 3 - Motor Prosecution Defence

- ✓ Defending a prosecution brought against you as a result of a driving offence punishable by penalty endorsement or where your driving licence is at risk of being revoked or suspended or where you are at risk of receiving a custodial sentence.

##### Section 4 - Vehicle Servicing and Repair Disputes

- ✓ Costs to pursue or defend civil legal action relating to testing, servicing or repair of the insured vehicle.

##### Section 5 - Vehicle Purchase Disputes

- ✓ Costs to pursue or defend civil legal action arising out of the sale, purchase or hire-purchase of the insured vehicle.

##### Section 6 - Vehicle Lease Disputes

- ✓ Costs to pursue or defend civil legal action arising out of the lease of the insured vehicle.

##### Section 7 - Overseas Vehicle Hire Disputes

- ✓ Costs to pursue or defend civil legal action arising from hiring the insured vehicle within the territorial limits.

##### Section 8 - Pothole Damage

- ✓ Costs incurred in pursuing a relevant local authority for damage caused to an insured vehicle on a public highway as a consequence of a pothole.

##### Section 9 - Illegal Clamping & Towing

- ✓ Costs incurred in pursuing the recovery of illegal clamping or towing fees related to the insured vehicle.

##### Section 10 - Unenforceable Parking Fines

- ✓ Costs to the appeal to the local authority or independent adjudicator against an unenforceable parking fine.

##### Section 11 - Motor Insurance Database Disputes

- ✓ 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 insurer and the motor insurance database resulting in incorrect information about you or your vehicle being recorded on that database.

##### Section 12 - Uninsured Driver Motor Insurers Bureau Recovery



#### What is Insured? (continued)

##### Section 13 - Vehicle Identity Theft

- ✓ Following an event of Vehicle Identity Theft, we will provide necessary professional fees and ancillary costs incurred for the removal of any criminal or civil judgements wrongly entered against the insured person or defending a motoring prosecution brought against you.

##### Legal Advice Helpline

- ✓ Free legal advice and assistance.

##### PTSD Helpline

- ✓ Free helpline for post-traumatic stress.



#### What is not Insured?

- ✗ Any Personal Injury claims arising from a stress or psychology related condition, or any injury or illness not caused by a sudden or specific incident.
- ✗ Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an insured person, or by any other person acting in collusion with an insured person in respect of Vehicle Identity Theft claims.
- ✗ Any claim where your motor insurer is entitled to repudiate your motor policy or refuses settlement of your claim.
- ✗ Any claim where an insured person (not being the policyholder) is driving under a 'driving other cars' extension to their motor insurance policy.
- ✗ Claims arising out of the use of an insured vehicle by an insured person for racing, rallies, trials off-roading or competitions of any kind.
- ✗ Any standard professional fees that are not subsequently recoverable or should not have reasonably been recoverable from the opponent or Court, unless your claim falls within the Small Claims Track under Section 1 - Personal Injury.
- ✗ Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an insured person's claim.
- ✗ Any claim if an insured person has never held (or have been disqualified from holding or obtaining) a driving licence at the time of the event.
- ✗ Claims made by an insured person against any authorised passenger in the insured vehicle.
- ✗ Claims where there are no prospects of success.
- ✗ Claims where we consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
- ✗ Claims that arose before the commencement of this insurance.

- ✓ Costs to assist you in making a claim to the Motor Insurer Bureau where the driver at fault is uninsured or cannot be traced.

- ✗ Motor Consumer Dispute claims relating to testing, servicing or repair of the insured vehicle less than £100 or in excess of £10,000.
- ✗ Uninsured Driver Motor Insurers Bureau Recovery claims for property damage of less than £300 where the driver at fault cannot be traced.
- ✗ Legal action outside of the United Kingdom, Channel Islands or Isle of Man for claims under Sections 3 – 13.



### Are there any restrictions on cover?

- ! The maximum amount payable per claim is £100,000.
- ! The maximum amount payable per period of insurance is £100,000.
- ! Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under the policy.



### Where am I Covered?

- ✓ The European Union, The United Kingdom (meaning England, Ireland, Scotland and Wales), Channel Islands and Isle of Man.



### What are my obligations?

- At the start of the contract the information you provide must be true and complete to the best of your knowledge and belief and you must tell us if anything changes later.
- You must provide complete and accurate answers to any questions asked.
- You must observe and fulfil the terms, provisions, conditions and clauses of this policy – failure to do so could affect your cover.



### When and how do I pay?

- You should make payment to your broker, this may be by making a one-off payment or your broker may be able to arrange credit facilities.



### When does the cover start and end?

- This cover lasts for one year, and the dates of the cover are specified in your policy schedule.



### How do I cancel the contract?

- If you decide for any reason that this policy does not meet your insurance needs, please return it to your insurance broker within 14 days from the date of purchase or on the day you received your policy documentation. Providing no claims have been made or pending, we will refund you your premium in full.
- You may cancel the insurance cover at any time after this by informing your insurance broker, however, you will not be entitled to a refund of the premium.