

Business Choice Direct

Insurance Product Information Document

Company: Arc Legal Assistance Limited 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 Protection

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.

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 up to:

- £100,000 for claims under the Personal Injury and Uninsured Loss Recovery sections of cover; and
- £25,000 for claims under any other section of cover

for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Personal Injury:** To pursue damages claims arising from a road traffic accident against those whose negligence has caused your injury or death.
- ✓ **Uninsured Loss Recovery:** To pursue damages claims arising from a road traffic accident 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 a legal action in respect of a motoring offence, arising from your use of the vehicle.
- ✓ **Motor Contract:** To pursue or defend a legal action relating to a dispute over a contract for the sale or purchase of goods or services relating to the vehicle including the vehicle itself.
- ✓ **Vehicle Cloning:** To defend a legal action arising from the use of the vehicle's identity by another person or organisation without your permission.
- ✓ **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 insurance adviser/insurer and the Motor Insurance Database resulting in incorrect information about you or your vehicle being recorded on the database.



What is not insured?

The policy does not provide cover for:

- ✗ Events that started before the policy began.
- ✗ Any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- ✗ Where your claim falls below the Small Claims Court Limit, we will not cover costs that exceed the amount of damages being claimed.
- ✗ 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.



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.



Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in:
- ✓ **Personal Injury & Uninsured Loss Recovery:** The United Kingdom, and the European Union
- ✓ **All other sections of cover:** The United Kingdom, the Channel Islands and the Isle of Man.



What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured event and within no more than 180 days of you becoming aware of the insured event.
- 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?

This insurance is distributed through your Insurance Adviser. Please refer to the documentation provided to you when you took out this insurance to understand when and how you pay for this insurance.



When does the cover start and end?

Please refer to your schedule or similar documentation provided to you by your Insurance Adviser to confirm when the insurance cover starts and ends as well as details of how your insurance is renewed.



How do I cancel the policy?

If you have taken out this insurance as an optional add-on, you may cancel this insurance at any time by contacting your Insurance Adviser and providing 14 days' notice. If you exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided you have not already made, and do not intend to make, a claim against the insurance. If you cancel at any time after the first 14 days, you will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that you have not made, and do not intend to make, a claim.

If this insurance is provided automatically as part of your main insurance contract, it cannot be cancelled in isolation. For details on how to cancel your main insurance contract please contact your Insurance Adviser.

More information about your cancellation rights, any applicable administration charges and the reasons we can cancel the policy is included with your policy documents.