

Motor Legal Protection Insurance Product Information Document

Company: AmTrust Europe Limited

Product: Motor Legal Protection

Legal Expenses is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited. Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. 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 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.
- ✓ **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 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.
- ✓ **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:

- ✗ **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 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.
- ✗ **Proportionality:** Where your claim falls below the Small Claims Court Limit, we will not cover costs that exceed the amount of damages being claimed.
- ✗ **Minimum Amount in Dispute:** We won't cover claims for Motor Contract if the amount in dispute is less than £250 (plus 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.



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 and Uninsured Loss Recovery:** The United Kingdom, or the European Union.
- ✓ **All other sections of cover:** The United Kingdom, the Channel islands or the Isle of Man.



What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured incident and within no more than 180 days of you becoming 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 usually pay your premium as a one-off payment or in monthly instalments. You will need to contact your insurance intermediary for full details.



When does the cover start and end?

This policy will run concurrently with your motor insurance policy for a maximum of 12 months from the start date shown on your schedule, unless it is cancelled by us or you before then. If your motor insurance policy is cancelled all cover under this policy will also end.



How do I cancel the policy?

If you decide to cancel your Motor Legal Protection policy, you must contact your insurance intermediary you purchased this policy through.

Your right to cancel in the cooling off period

If this is within the first 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later ('cooling off period'), you will be entitled to a full refund of the premium as long as you have not made a claim and do not intend to make a claim on the policy.

Your right to cancel after the cooling off period

After the first 14 days no refund of premium will be payable.