

# Holiday Extras Motor Legal Expenses Insurance

## Insurance Product Information Document

**Company:** Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm 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)

**Product:** Motor Legal Protection

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

Arc Legal Assistance Ltd 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 claims under Uninsured Loss Recovery and Personal Injury 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 use of the vehicle's 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 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:** There is no cover for claims for Motor Contract if there is less than £250 (plus VAT) in dispute.
- ✗ **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:

- ✓ **Uninsured Loss Recovery and Personal Injury:** The United Kingdom, the European Union, the Channel Islands and the Isle of Man;
- ✓ **All other sections:** Great Britain, Northern Ireland, 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?

You can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



### When does the cover start and end?

Your cover will start and end on the dates stated in your policy documents. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date. We will contact you before your renewal date and before taking payment to confirm your renewal terms.



### How do I cancel the policy?

If you wish to cancel your policy please contact the organisation from which you bought your policy.

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