

# Motor Prosecution Defence Insurance

## Insurance Product Information Document

Company: Arc Legal Assistance

Product: Motor Prosecution Defence

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.

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 Prosecution Defence Legal Expenses Insurance provides insurance to cover up to £25,000 for advisers' costs for the legal action(s) as summarised in this document, your policy wording and your insurance schedule.



#### What is insured?

We'll cover a legal advisers' costs up to £25,000 to help you defend a claim in the following situations:

- ✓ **Motor Prosecution Defence:** Advisers' costs to represent you in a legal action in respect of a motoring offence, arising from your use of the motor vehicle driven by you.
- ✓ This is extended to include a caravan or trailer whilst attached to the vehicle.

#### Helpline Service

You can use the helpline service to discuss any motoring legal problem falling under this policy within the United Kingdom, the Channel Islands and the Isle of Man and arising during the period of this policy.



#### 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:** We won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any costs covered by another insurance policy.
- ✗ **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 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?**

You should pay in full before commencement of cover. You can choose to pay by credit card or debit card. No charge is made for annual payments by card or Direct Debit. The full amount to pay for this policy is shown in your policy documentation.



### **When does the cover start and end?**

This is an annual policy. The cover lasts for one year and the dates of cover will be specified in the policy documents.



### **How do I cancel the policy?**

You can cancel your policy at any time by calling or writing to your insurance broker. Details are in your policy documentation. If having taken out a policy and after examining it, you decide not to continue with it you have a statutory right to cancel. During the 14-day cooling off period you can cancel the policy back to the start date without charge and with a full refund of any premiums already paid, unless you have made a claim during this period.