

Motor Legal Protection

Insurance Product Information Document



Company: Arc Legal Assistance Limited

Underwritten by Inter Partner Assistance in the UK, a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Registered address; Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions, and is not personalised to your specific individual needs in any way. For full and complete terms and conditions, please refer to your Policy Wording, Summary and Schedule. [GCVLEG01/10]

What is this type of insurance?

This insurance covers: Legal Expenses Insurance Adviser's costs incurred in an action up to the indemnity limit where:

- The insured incident takes place in the period of insurance within the territorial limits; and
- The action takes place in the territorial limits.



What is insured?

- ✓ You and any authorised passengers are covered for Legal Expenses Insurance Advisers' Costs to pursue damages claims arising from a Road Traffic Accident for which you are not at fault for a whilst you or any authorised passengers are in, boarding or alighting Your Van against those whose negligence has caused injury or death, and/or b against those whose negligence has caused You or any authorised passengers to suffer loss of Your insurance policy excess or other out of pocket expenses. If the Action is going to be decided by a court in England or Wales and the damages You are claiming are above the small claims court limit, the Legal Expenses Insurance Adviser must enter into a Conditional Fee Agreement which waives their own fees if You fail to recover the damages that You are claiming in the Action in full or in part. If the damages you are claiming are below the small claims track limit Legal Expenses Insurance Advisers' Costs will be covered subject to What We do Not Cover, loss of or damage to the insured vehicle;
- ✓ Claims relating to an agreement you have entered into with another person or organisation.
- ✓ Claims or stress, psychological or emotional injury unless it arises from suffering physical injury.
- ✓ Legal Expenses Insurance Advisers' Costs to defend an Action in respect of a motoring offence, arising from your use of Your Van. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.
- ✓ Legal Expenses Insurance Advisers' Costs to pursue or defend an Action relating to a dispute over a contract for the sale or purchase of goods or services relating to Your Van including Your Van, provided Legal Expenses Insurance Advisers' Costs do not exceed the amount claimed
- ✓ Legal Expenses Insurance Advisers' Costs to defend an Action arising from use of Your Van's identity by another person or organisation without your permission.



What is insured? (Continued)

- ✓ Legal Expenses Insurance Advisers' Costs for representation of Your legal rights in a dispute with the police and/or other government agency in the event Your Van 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 Van being recorded on that database.



What is not insured?

- This policy will not cover you;
- ✗ For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol, non-prescribed drugs and/or an excess of prescribed drugs.
 - ✗ For Legal Expenses Insurance Advisers' Costs where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
 - ✗ For parking offences for which you do not get penalty points on your licence
 - ✗ For motoring prosecutions where your motor insurers have agreed to provide your legal defence.
 - ✗ Where the contract was entered into before you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
 - ✗ Where Your Van's Identity has been copied by somebody living with You b Where You did not take action to prevent Yourself from further instances of vehicle cloning following an Insured Incident c For any losses (other than Legal Expenses Insurance Advisers' Costs) incurred by you as a result of Your Van's Identity being copied without your permission.



Are there any restrictions on cover?

This insurance does not cover the following:

- ! The Insured Incident occurred before you purchased this insurance.
- ! Reasonable estimate of Your Legal Expenses Insurance Advisers' Costs is greater than the amount in dispute other than in relation to uninsured loss recovery claims.
- ! You fail to give proper instructions to Arc or the Legal Expenses Insurance Adviser, or respond to a request for information or attendance by the Legal Expenses Insurance Adviser within a reasonable period of time.
- ! Your act or omission prejudices your or our position in connection with the action.
- ! Legal Expenses Insurance Adviser's costs have not been agreed in advance or exceed those for which Arc has given their prior written approval.
- ! We void the motor insurance policy or refuse indemnity.
- ! Any claim reported to us more than 180 days after you or an insured person should reasonably have known about an insured incident.
- ! Legal Expenses Insurance Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- ! Damages, interest, fines or costs awarded in criminal courts.
- ! Claims made by or against us, Arc or the Legal Expenses Insurance Adviser, unless the claimant was a passenger in a vehicle on this policy.
- ! Where at the time of the Insured Incident You were disqualified from driving, did not hold a licence to drive or Your Van did not have a valid MOT certificate or Vehicle Tax or comply with any laws relating to its ownership or use.
- ! A claim arising from an allegation that you were in control of the vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
- ! Any claim arising from racing, rallies, competitions or trials.



Where am I covered?

The United Kingdom, the Channel Islands, the Isle of Man and provided that the insured has complied with the requirements for extending full policy cover abroad under the underlying policy of motor insurance, any member country of the EU, Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.



What are my obligations?

- a) You and/or all insured persons must adhere to the terms and conditions of this insurance at all times.
- b) If you and/or any insured person make any claim under this policy which is fraudulent or false or misleading or where there is collusion between you and/or the insured person and the defendant or any witnesses this policy shall be declared void.



When and how do I pay?

The Motor Legal Protection policy is provided as an add-on to your main insurance policy so you will pay for it along with your main policy. Details of the payment options will be provided by Geoffrey Insurance in the product information document for your main policy.



When does the cover start and end?

The policy is for a period of one year. Cover will start on **<cover start date>** and end on **<cover end date>**.



How do I cancel the contract?

You may cancel your insurance contract at any time by contacting your policy administrators.

We will make a deduction for any administration costs we have incurred and these charges may be in addition to any cancellation charges levied by your policy administrators.

Full cancellation details are contained within your policy booklet, a copy of which is available from your policy administrators.