

# Vavista Motor Legal Expenses Insurance

## 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 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 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 set out 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 against those whose negligence has caused your injury or death as a result of a road traffic accident.
- ✓ **Uninsured Loss Recovery:** To pursue damages claims against those whose negligence has caused you to suffer loss of your insurance policy excess or other out of pocket expenses as a result of a road traffic accident.
- ✓ **Motor Prosecution Defence:** To defend a legal action in respect of a motoring offence, which is a result of 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 if your vehicle is seized following a failure in the communications between your insurance adviser/insurer and the Motor Insurance Database which results in incorrect information about you or your vehicle being recorded on the database.

**Important:** each of these sections of cover contains exclusions which are specific to that cover. The policy wording has the full details.



#### 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 higher 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.
- ✗ There is no cover for claims for Motor Contract if there is less than £250 (plus VAT) in dispute.
- ✗ 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 if a conflict of interest arises; you are welcome to use your own legal representative, but we will not cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you are responsible for any advisers' costs.



#### Where am I covered?

- ✓ Claims which happen in, or where proceedings are brought in:
- ✓ **Personal Injury & Uninsured Loss Recovery:** United Kingdom, the European Union, Channel Islands, Isle of Man.
- ✓ **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 give us, at your own expense, all of the information which we reasonably need to assess a claim.
- You must give all the information the adviser and we ask for.
- You must get our consent before incurring any legal advisers' costs.



### **When and how do I pay?**

This insurance is sold by your insurance adviser. Please contact them to understand when and how you pay for it.



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

This legal expenses cover starts and ends at the same time as the primary motor insurance to which it attaches.



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

You can cancel this insurance at any time by contacting your insurance adviser providing 14 days' written notice. If you do this within 14 days of taking out this insurance, you will receive a refund of premium provided you have not already made 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.