

Motor legal expenses insurance

Insurance Product Information Document

**SURE!
THING!**

Company: Sure Thing!

Product: Motor Legal Assistance

Sure Thing! have arranged this insurance with QIC Europe Limited, registered in Malta. Registration number C67694. QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority. Sure Thing! is a trading name of QMetric Group Limited, which is authorised and regulated by the Financial Conduct Authority. QMetric Group Limited registered office is: 32-38 Dukes Place, London, EC3A 7LP and company number is 07151701.

This document provides a summary of the key information relating to this legal expenses policy. It does not form part of the contract between us. Complete pre-contractual and contractual information about the product is provided in the policy documents.

What is this type of insurance?

This policy is designed to cover someone who wishes to protect themselves against certain legal issues relating to a road accident, or other motoring events, as detailed in the policy wording.



What is insured?

This policy covers the legal costs, with our prior written authority, arising from an insured event which happens in the period of insurance.

The total amount we will pay in any one period of insurance is £100,000 (inclusive of VAT).

For any legal action that is a small claim, we will pay legal costs up to £100 for any one event.

We will pay legal costs for any one claim up to £100,000 (inclusive of VAT) for the following insured event:

- ✓ Following a road accident involving the insured vehicle, we will pay to negotiate recovery of an insured person's uninsured losses from the person who was to blame for the accident, including compensation if an insured person is injured.

We will pay legal costs for any one claim up to £10,000 (inclusive of VAT) for the following insured events:

- ✓ Motor prosecution defence- to defend a prosecution brought against you as a result of a driving offence where your driving licence is at risk of being revoked or suspended
- ✓ Pothole damage- to pursue a relevant local authority for damage caused to the insured vehicle on a public highway, as a result of a pothole.
- ✓ Illegal clamping and towing- to pursue the recovery of illegal clamping or towing fees related to the insured vehicle
- ✓ Unenforceable parking fines- to appeal to the local authority or independent adjudicator against an unenforceable parking fine.
- ✓ Motor consumer dispute- the pursuit or defence of any claim arising out of the sale, purchase, hire purchase or lease of the insured vehicle.
- ✓ Vehicle identity theft- following an occurrence of vehicle identity theft, necessary legal costs incurred for the removal of any criminal or civil judgements wrongly entered against the insured person. Defending a motoring prosecution brought against you as a result of a vehicle identity theft.



What is not insured?

- ✗ There must be reasonable prospects of being successful in your legal action (where we agree that there is at least a 51% chance of the insured person achieving a favourable outcome) for us to take over the claim on your behalf and appoint a specialist.
- ✗ Any charges or payments you receive or make before we accept the claim.
- ✗ Any legal costs you incur, or payments you make without our agreement.
- ✗ Any claim relating to faults in the insured vehicle whether or not this is due to a faulty or incomplete service or repair, or where the insured vehicle was not in a roadworthy condition or there was no valid MOT certificate where applicable
- ✗ Claims arising out of the use of an insured vehicle by an insured person for racing, rallies, trials, off-roading or competitions of any kind or any use not permitted by your motor insurance policy.
- ✗ Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act or intentional violence by an insured person, or by any other person acting in collusion with an insured person.
- ✗ Any claim where an insured person (not being the policyholder) is driving under a 'driving other cars' extension to their motor insurance policy.'
- ✗ Any claim where your motor insurer is entitled to repudiate your motor policy.



Are there any restrictions on cover?

- ! You must report any claim to us as soon as possible. If you report a claim over 180 days after the date an insured person should have known about the incident, we will decline to pay a claim.
- ! At the time of the road accident there must be a valid motor insurance policy in force and you meet all obligations under that policy.
- ! We will not pay for any legal costs incurred in defending or pursuing new areas of law or test cases.
- ! You must contact our Helpline Service before you pay or agree to pay any costs.
- ! The lawyer shall initiate proceedings within the courts of the United Kingdom only. Where a claim arising out of an insured incident can only be pursued in Scotland or Northern Ireland we shall appoint a lawyer to pursue the claim on your behalf within that jurisdiction.



Where am I covered?

- ✓ We will pay for claims arising from insured events within the territorial limits. For uninsured loss recovery this is the United Kingdom, any country which is a member of the European Union and any country which the Commission of the European Community approves as meeting the requirements of Article 8 of EC Directive 2009/103/EC on Insurance of Civil Liabilities arising from using motor vehicles.



What are my obligations?

- When you take out, renew or make changes to your policy, you must take reasonable care to provide complete, accurate and up-to-date answers to all the questions we ask you.
- You must tell us of any changes to the answers you gave us or changes in your circumstances which happen before or during the period of insurance. For example if your address changes, if you receive a police caution.
- You must take due care and take all reasonable precautions to prevent incidents that may lead to a claim and to reduce the amount that we might have to pay.
- You must at all times co-operate with us and give us and the lawyer evidence, documents and any relevant information that we ask for. You must pay any charges involved in doing this.
- You must attend, at your own expense, any meetings the lawyer asks you to attend.
- You must keep to all the terms and conditions of the insurance policy, including paying the premium on time, otherwise the contract may not be valid and you may not be able to make a claim.
- At the time of the road accident, you must have a valid motor insurance policy in force and meet all obligations under that policy.
- You must take every step to recover legal costs that we have to pay and must pay us any legal costs that are recovered.
- You must not admit liability for or negotiate or agree to settle a claim without our approval.
- If you stop a claim without our agreement, any legal costs incurred to that date will have to be repaid to the insurer.



When and how do I pay?

You can pay your premium as a one-off payment. You can also pay in monthly instalments (subject to eligibility). If you pay monthly, a credit charge will apply.



When does the cover start and end?

Your period of insurance will be shown on the motor schedule that we issue to you. This will detail the start and end dates of your contract.



How do I cancel the contract?

If you decide that, for any reason, this policy does not meet your insurance needs, you may cancel it at any time by letting us know. Call our customer service team on: 0344 335 5555.

- If you have made a claim then you will not be entitled to a refund.
- If you return the policy to us within 14 days of the date of issue, as long as you have not made a claim, you will be entitled to a full refund of your premium.
- If you want to cancel your policy after 14 days, the policy premium will be charged in full and no refund of premium will be available.