

Motor legal assistance

Insurance product information document



Company: Policy Expert Product: Motor legal assistance

Policy Expert 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. Policy Expert is a trading name of QMetric Group Limited, which is authorised and regulated by the Financial Conduct Authority. QMetric Group Limited registered office is at 110 Bishopsgate, London, EC2N 4AY 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 insured event one, the maximum we will pay for legal costs for any one claim is £100,000 (inclusive of VAT).

1. 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.

2. 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 you if you are charged with a driving offence involving the insured vehicle.
- ✓ Pothole damage- to take action against the relevant local authority for compensation, if your insured vehicle has been damaged on a public road because of a pothole.
- ✓ Illegal clamping and towing- to take action to recover illegal clamping or towing fees relating to the insured vehicle.
- ✓ Unenforceable parking fines- to appeal to the local authority or independent adjudicator against a parking fine that cannot be enforced by law.
- ✓ Motor consumer dispute- to pursue or defend any claim arising out of the sale, purchase, hire purchase or lease of the insured vehicle.
- ✓ Vehicle identity theft- to remove any criminal or civil judgments that have been wrongly entered against you or defend a motoring prosecution brought against you as a result of vehicle identity theft.

3. Motor legal advice line:

- ✓ This policy gives you access to a UK legal advice helpline. It provides confidential legal advice on any legal matter relating to the use of your vehicle.



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 which arise out of you using the insured vehicle for racing, rallies, trials, off-roading or competitions of any kind, or any use that is not allowed under your car insurance policy.
- ✗ Any costs, expenses or losses that arise as a result of any fraudulent, dishonest, deliberate or criminal act or intentional violence by an insured person, or by any other person acting with an insured person.
- ✗ Any claim where an insured person (who is not you) is driving under a 'driving other cars' extension to their car insurance policy.
- ✗ Any claim where your motor insurer cancels your motor policy or refuses to settle your claim.



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.
- ! 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 will start proceedings in the courts of the UK only.



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 you change address, you are convicted of a criminal offence or 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 keep any amount we have to pay as low as possible.
- You must co-operate with us and respond as soon as possible in all matters relating to a claim. You must, at your own expense, give us and the authorised professional evidence, documents and information we need to investigate the claim.
- 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 from your opponent any legal costs we have to pay, and pay us any legal costs that you do recover.
- You must not admit liability for, or negotiate or agree to settle a claim without our agreement.
- 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 car insurance 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: 0330 0600 602.

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 cancel the policy after 14 days, the policy premium will be charged in full and no refund of premium will be available.