

# Motor Legal Protection

## Insurance Product Information Document

Company: Financial & Legal Insurance Company Limited Product: Motor Legal Protection with PI

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register no 202915

This summary includes the main features and significant exclusions and limitations of the policy. It is important that you read the policy document which contains the full terms and conditions of the policy.

### What is this type of Insurance?

This policy of insurance provides cover for legal fees and expenses up to the limit of indemnity in respect of claims arising from personal injury or death as a direct result of a road traffic accident and claims for compensation arising out of damage to the insured vehicle caused by a road traffic accident, whilst the insured vehicle is being driven by, or in the custody or control of you, or a named driver.



#### What is insured?

**Limit of indemnity:** £100,000 (including VAT) in total for all insured persons in connection with any one event giving rise to a claim.

- ✓ Your opponents' legal costs if the proceedings are unsuccessful.
- ✓ Legal expenses incurred on your behalf by your solicitor if proceedings or negotiations are unsuccessful.
- ✓ Disbursements incurred on your behalf in pursuit of your claim, e.g. court fees or expert report fees such as for engineer reports. If the case fails, the policy will pay these to your solicitor.
- ✓ Where your claim comprises of damages for whiplash injuries below £5,000 only cover includes assistance and/or submission of your claim through the whiplash portal.



#### What is not insured?

- ✗ The pursuit or continued pursuit of claims if we consider It is unlikely a reasonable settlement will be obtained; or; That an offer received from a third party is a reasonable settlement of your claim, whereupon we shall notify you to that effect, and shall be under no obligation to initiate or continue legal proceedings under this scheme other than implementing, if accepted, the terms of the offer.
- ✗ The payment of legal costs and expenses incurred without our prior written authorisation, in respect of claims arising from incidents which have occurred prior to the commencement of the period of insurance.
- ✗ Legal costs and expenses where at the time of the insured incident you did not hold a current driving licence, were disqualified from driving, the insured vehicle was not roadworthy or was being driven unlawfully or where or where the insured vehicle was being used for racing, rallies, competition or trials of any kind.
- ✗ Legal costs and expenses incurred if you withdraw instructions from the solicitor or withdraw from the legal proceedings without our prior written agreement.



#### Are there any restrictions on cover?

- ! Costs incurred are payable by you if you fail to co-operate with the appointed representative.
- ! Claims involving fraud, mis-representation, mis-description or non-disclosure are not covered.
- ! Criminal prosecutions, parking offences, driving without insurance, driving under the influence of drink or drugs.
- ! Claims not reported to us within 28 days.
- ! Where we do not feel there are reasonable prospects of success.
- ! Claims that occur outside Great Britain, Northern Ireland, Isle of Man and the Channel Islands.



#### Where am I covered?

- ✓ Legal proceedings, whether issued or not, in Great Britain, Northern Ireland, Isle of Man and the Channel Islands.



#### What are my obligations?

- Take reasonable care to make sure all information provided by you or on your behalf is honest and accurate.
- Observe and fulfil the terms, provisions and conditions of the policy.
- You should review the cover provided by any insurance policy annually to ensure it remains adequate for your needs.
- You must accept our choice of solicitor up to the time proceedings are to be issued.



#### When and how do I pay?

The premium is paid to your insurance broker at the same time as taking out or renewal of motor insurance.



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

Cover begins and expires on the same date as your current motor insurance policy, but cannot exceed 12 months.



#### How do I cancel the contract?

You have the right to cancel this policy of insurance within 14 days of issue by contacting your insurance broker. We will refund to you any premium you have paid and will recover from you any payments we have made.