

# Motorhome Legal Protection

## Insurance Product Information Document

Company: Arc Legal Assistance Limited

Product: Motorhome Legal Protection

Arc Legal Assistance Limited is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Specialty Limited.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

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?

Motorhome Legal Protection provides insurance to cover up to:

- o £100,000 for claims under the Personal Injury & Uninsured Loss Recovery sections of cover; and
- o £50,000 for claims under any other section of cover

for advisers' costs for certain types of legal action(s) as detailed 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:

- ✓ **Contract Disputes:** To pursue a legal action following a breach of a contract you have for buying or renting goods or services or selling goods in connection with the motorhome, including the purchase or sale of the motorhome.
- ✓ **Personal Injury:** Costs to pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.
- ✓ **Uninsured Loss Recovery:** Costs to pursue uninsured losses arising from a collision causing damage to the motorhome against those whose negligence has caused you to suffer loss of your insurance policy excess or other out of pocket expenses.
- ✓ **Property Infringement:** To pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to the motorhome.
- ✓ **Property Damage:** To pursue a legal action for damages against a person or organisation that causes physical damage to the motorhome.
- ✓ **Personal Identity Fraud:** Costs arising from identity fraud:
  - o To defend your legal rights and/or take steps to remove County Court Judgments against you that have been obtained by an organisation from which you are alleged to have purchased, hired or leased goods or services.
  - o To deal with all organisations that have been fraudulently applied to for credit, goods or services in your name or which are seeking monies or have sought monies from you as a result of identity fraud.
  - o In order to liaise with credit referencing agencies and all other relevant organisations on your behalf to advise that you have been the victim of identity fraud.



#### What is not insured?

The policy does not provide cover for:

- ✗ **Pre-Inception Incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of Success:** We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- ✗ **Minimum Amount in Dispute:** We won't cover claims for Contract Disputes if the amount in dispute is less than £250 (plus VAT). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone you live with or have lived with; nor any costs covered by another insurance policy.
- ✗ **Approved Costs:** We will not cover 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?

- ! **Qualifying Period:** There is a 180 day qualifying period for claims for Property Infringement. We will not cover any incidents arising within this time.
- ! **Your Own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



### Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in:
- ✓ **Personal Injury & Uninsured Loss Recovery:** United Kingdom, Channel Islands, Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France (including Monaco) Germany, Gibraltar, Greece, Hungary, Iceland, Italy (including San Marino and the Vatican City), Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden and Switzerland (including Liechtenstein).
- ✓ **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, or 45 days for claims relating to Identity Fraud.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



### When and how do I pay?

You can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



### When does the cover start and end?

From the starting date (shown on your schedule) for 12 months – and then for the period specified when you renew and pay your premium.



### How do I cancel the contract?

If you are not happy with it and choose to cancel your policy within the first 14 days of the purchase or renewal of the policy or the day on which you receive your policy documentation, whichever is the later, you will be entitled to a full refund of your policy insurance premium including any insurance premium tax and policy fees paid, on condition that no claims have been made or are pending. If you have spoken to us to arrange your policy, We may deduct an administration fee of up to £10 but this charge will not be made if you have arranged your policy online without speaking to us.

You may cancel after the 14 days have expired. We will provide you with a refund of premium less the administration cancellation fee of up to £30.00. There will also be no return of premium where the premium refund due is less than £10.

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