

MOTOR EXCESS INSURANCE - POLICY WORDING

TERMS OF COVER

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

The insurance covers the reimbursement of **Your Excess** as detailed under the 'Cover' section below, up to the **Annual Aggregate Limit**

IMPORTANT CONDITIONS

If **Your** claim is covered and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Duty of Disclosure

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

DEFINITIONS

Where the following words appear in bold they have these special meanings.

Annual Aggregate Limit	The maximum amount payable during the Period of Insurance , as shown in Your Certificate of Insurance
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract
Excess	The amount You are responsible for paying under the terms of Your Motor Insurance policy
Incident	A claim occurring under Your Motor Insurance Policy during the Period of Insurance
Insurer	AmTrust Europe Limited
Motor Insurance Policy	Your insurance policy that covers any private vehicle, to which this cover attaches
Period of Insurance	The period of insurance shown in the insurance schedule to which this cover attaches
Territorial Limits	The United Kingdom, the Channel Islands and the Isle of Man
Vehicle	The motor vehicle declared in the insurance schedule to which this cover attaches
We / Us / Our	Arc Legal Assistance Ltd
You / Your	The person(s) names in the insurance schedule to which this cover attaches.

COVER

Cover is provided for the reimbursement of the **Excess** **You** are responsible for following the successful settlement of any valid claim under your **Motor Insurance Policy**, up to the **Annual Aggregate Limit**.

In the event of a claim where **You** are deemed partially at fault or not at fault, cover only applies if **Your Excess** is not recoverable from the third party within 6 months of the **Incident**.

Cover only applies when the **Excess** of **Your Motor Insurance Policy** is exceeded.

EXCLUSIONS

1. There is no cover:-

- a) Where the **Excess** on **Your Motor Insurance Policy** is not exceeded
- b) For any claim arising from racing, rallies, competitors on trials
- c) For any claim that is repudiated or indemnity is refused under **Your Motor Insurance Policy**
- d) For any contribution or deduction from the settlement of **Your** claim made under **Your Motor Insurance Policy**, other than the stated policy **Excess** for which **You** have been made liable
- e) Where the **Excess** has been waived or reimbursed
- f) Any **Excess** arising from glass repair or replacement, breakdown or misfuelling
- g) Where the **Incident** occurred before **You** purchased this insurance
- h) Where the **Incident** occurred outside the **Territorial Limits**
- i) For any fines, damages or other penalties which **You** are ordered to pay by a court or other authority
- j) Where at the time of the **Incident** **You**:
 - i) Were disqualified from driving
 - ii) Did not hold a licence to drive
 - iii) Did not have a valid MOT certificate for the **Vehicle**
 - iv) Did not procure valid vehicle tax
 - v) Failed to comply with any laws relating to the **Vehicles'** ownership or use

2. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

CONDITIONS

1. Claims

- a) **You** must notify claims to **Us** within 31 days following the successful settlement of **Your** claim under **Your Motor Insurance Policy**
- b) **Your Motor Insurance Policy** must be maintained, current and valid
- c) **You** must supply at **Your** expenses all of the information which **We** reasonably require to decide whether a claim may be accepted
- d) The policy will continue to respond for the **Period of Insurance** or until the **Annual Aggregate Limit** has been exhausted; whichever occurs first

2. Other Insurances

If any claim covered under this policy is also covered by another Motor Excess Insurance policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

3. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

4. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

5. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right 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.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

6. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

7. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

8. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

CUSTOMER SERVICES INFORMATION HOW TO MAKE A CLAIM

To make a claim under this policy, please submit a claim form online by visiting <https://claims.arclegal.co.uk>.

If you need assistance, or are unable to complete your claim online, please telephone **0344 770 9000** between 9am and 5.30pm Monday to Friday (excluding public and bank holidays – calls may be recorded).

All claims must be notified as soon as reasonably possible to **Us**.

We will require a claim form to be completed and returned **Us**. **We** will only pay claims after **We** have received, at your own expense, appropriate evidence and acceptable proof of claim.

Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

7. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

A copy of this **Insurer's** privacy policy is available to view at:
<https://amtrustfinancial.com/underwriters/amtrust-europe-1>

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.