REPLACEMENT VEHICLE INSURANCE

This section of **Your** cover is managed and provided by Arc Legal Assistance Limited, and has its own set of definitions which can be found on page 1. The insurance elements of this section are underwritten by the **Insurer**, on whose behalf **We** act.

IMPORTANT CONDITIONS

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

Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- the **Insurer** may cancel **Your** policy and refuse to pay any claim or
- the **Insurer** may not pay any claim in full.

We will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or requires **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must inform **Us**.

DEFINITIONS

Where the following words appear in bold within this section of **Your** insurance they have these special meanings.

Hire Vehicle	The class of vehicle shown in **Your** insurance schedule to which this cover attaches.
Insured Event	• The theft, or attempted theft of, or damage by fire, accident or act of malicious damage to the **Insured Vehicle**, where the **Insured Vehicle** is deem legally unroadworthy, or it is beyond economical repair; or • The theft of the **Insured Vehicle** where it remains unrecovered.
Insured Vehicle	Any motor vehicle covered by the insurance product or benefit to which this cover attaches.
Insurer	AmTrust Specialty Limited.
Maximum Hire Duration	The maximum period of continuous hire payable in respect of an **Insured Event** is 14 days.
Period of Insurance	This section of **Your** insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this insurance will also be cancelled, suspended or withdrawn.
Provider	The **Hire Vehicle** provider appointed by **Us**.
Road Traffic Accident	A traffic accident in the **Territorial Limits** involving the **Vehicle** occurring during the **Period of Insurance** for which **You** are not at fault and for which another known insured party is at fault.
Territorial Limits	The United Kingdom, the Channel Islands and the Isle of Man
Third Party	Any other person(s) and/or party(s) aside from **You** who are responsible for the Insured Event.
We/Us/Our	Arc Legal Assistance Limited.
You/Your /Yourself	The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver.

COVER

What is covered
This cover provides **You** with up to the **Maximum Hire Duration** of continuous use of a **Hire Vehicle** following an **Insured Event** during the **Period of Insurance** and within the **Territorial Limits**.

A maximum of 2 claims can be made within the Period of Insurance.

If the **Provider** is unable to supply **You** with a **Hire Vehicle** because **You** do not meet their terms and conditions of hire, then **We** will, at **Our** discretion, either:

a) pay a cash benefit of up to £150 per **Insured Event**; or
b) cover the cost of alternative public transport up to a maximum of £300 per **Insured Event** on receipt of valid receipts and/or tickets.

What is not covered

a) all fuel, fares, fines and fees relating to the **Hire Vehicle** while **You** hire it
b) any claim where the **Insured Vehicle** was being used for hire or reward
c) any claim where the motor insurer does not provide cover under the terms of the underlying motor insurance policy

d) any further hire charges due after the **Maximum Hire Duration**, or more than 48 hours after payment is issued under the terms of the underlying motor policy for a total loss or stolen not found incident, whichever comes first
e) any claim where the **Insured Vehicle** has been stolen and has not been reported to the Police
f) act of nature, attempted theft, malicious damage or vandalism
g) any claim reported to **Us** more than fourteen days after the **Insured Event**
h) any claim for a **Hire Vehicle** more than five days after the **Insured Vehicle** has been determined a total loss
i) sea transit charges for the delivery and collection of the **Hire Vehicle**
j) any claim due to a deliberate non-disclosure or criminal act, which is found to the **Provider's** satisfaction to be of a fraudulent or false nature. **You** will be held responsible for any costs paid or due where this happens.
k) any excess payable in the event of a claim involving the **Hire Vehicle**
l) any **Insured Event**, which happened before this cover started
m) any claim that arises from **Your** unlawful use of drink or drugs
n) any claim covered under any other policy, or any claim that would have been covered by another policy if this cover did not exist
o) any claim for a **Hire Vehicle** where the DVLA have confirmed that **You** are not allowed to drive on medical grounds

GENERAL EXCLUSIONS RELATING TO THIS SECTION OF YOUR INSURANCE

1. There is no cover:-

a) Where the **Insured Event** occurred before **You** purchased this insurance
b) Where **Your** motor insurers repudiate the motor insurance policy or refuse indemnity
c) For any claim arising from racing, rallies, competitions or trials
d) Where, at the time of the **Insured Event**, **You:**
  i) were disqualified from driving
  ii) did not hold a licence to drive
  iii) did not have a valid MOT certificate for the **Insured Vehicle**
  iv) did not procure valid vehicle tax
  v) failed to comply with any laws relating to the **Insured Vehicle's** ownership or use

2. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this section of 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.

3. Sanction Limitation and Exclusion Clause

The **Insurer** will not cover or be liable to pay any claim or provide any benefit under this insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

4. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

CONDITIONS

1. Claims Conditions

a) Following an **Insured Event**, **You** must report it immediately to **Your** motor insurance company, and to the Police if the Insured Vehicle was stolen.
b) To report a claim **You** must follow the instructions under "How to make a claim" below.
c) Your Motor Insurance Policy must be maintained, current and valid
d) You must supply at **Your** expenses all of the information which **We** reasonably require to decide whether a claim may be accepted.
e) When receiving the **Hire Vehicle**, the driver will need to produce their full current driving licence and personal identification, e.g. utility bill.
f) **You** must have a valid motor insurance policy to claim on this cover.
g) **You** must have a valid driving licence and must not be breaking the conditions of that licence
h) **We** will not provide a **Hire Vehicle** if **We** believe doing so would cause a risk to its security or **Your** safety, or the safety of **Our Provider's** staff
i) **Hire Vehicles** are provided in line with the **Provider** or its agent's standard requirements, terms and conditions which all drivers must meet
j) A **Hire Vehicle** will only be provided once **We** get confirmation from the **Your** motor insurance company or the **Third Party** or (at **Your** expense) faxed confirmation from a garage who are a member of the VBRA, MVRA or a similar recognised body, that the **Insured Vehicle** is a total loss. The **Hire Vehicle** will not be provided until this information is received
k) If the **Insured Vehicle** has been stolen **You** must provide **Us** with a Police crime reference number before the **Hire Vehicle** can be provided
l) **You** may have to provide Comprehensive insurance for the **Hire Vehicle**
m) **We** must draw **Your** attention to the additional terms and conditions of the **Provider**. These are set out in the **Hire Vehicle** agreement, which will be given to **You** to review and sign should **You** need to make a claim on this cover. This may affect the provision of the **Hire Vehicle**. This can also be reviewed at any time upon request.

n) **You** must take all reasonable steps to keep down the costs of the claim
o) **You** must pay to the **Provider** any costs, charges or fees recovered from the **Third Party** to the extent of the sums indemnified under this cover.
p) **You** should take all action possible to recover any costs, charges or fees the **Provider** may have paid or is due to pay. If any amounts are recovered they must be paid to the **Provider**.
q) When hire of a **Hire Vehicle** ends, the **Provider** can take over and if necessary take proceedings in **Your** name to recover the hire costs from the **Third Party**.

2. 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.

3. 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.

4. Other Insurances

If any claim covered under this section of **Your** policy is also covered by another legal expenses 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.

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.

The **Insurer** may cancel the insurance by giving fourteen 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:

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

6. English Law and Language

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

7. Change in Law

Cover under this section of the 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

Please call the **Provider** on **0333 003 2357** who will arrange the supply of a **Hire Vehicle**.

Privacy and Data Protection Notice
(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection
We will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at https://amtrustinternational.com/dpn or Arc's website at www.arclegal.co.uk

What we do with your personal information
We might need to use the information **We** have about **You** for different reasons.
For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.

- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are somethings **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

Customer Service
We aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

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 is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** are not happy with **Our** final response or before **We** have investigated the complaint if both parties agree.

Our contact details are:
Arc Legal Assistance Ltd
P O 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
The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its 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 Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

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