MOTOR EXCESS INSURANCE - POLICY WORDING

TERMS OF COVER

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by the **Insurer**, 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. A particularly important condition is:

Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information given by **You** is not complete and true:

- the **Insurer** might cancel **Your** policy and refuse to pay any claim or
- if it does pay a claim, it might not pay it in full.

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

- is going to cancel **Your** policy; or
- needs to change the terms of **Your** policy; or
- needs **You** to pay more for **Your** insurance.

If **You** realise that information **You** have given is not complete and/or true **You** must tell **Us**.

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
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 Specialty 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 **Inciden**t 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.

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**
   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** reasonable 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. 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. 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.

5. 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.

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

7. **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
(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

1. **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
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 Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

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 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.