

## Welcome to your Excess Protect Policy

In the event of any claim, advice or assistance you must firstly contact our Claims Helpline. The number to ring is

**01904 238281**

Please quote your name and address.

Your policy number is 10555/AS12

**This is a "claims made" insurance and only covers claims notified to the Coverholder during the Period of Insurance**

This is a legally binding policy between **You** (the insured) and **Us** (the insurer). This contract does not give, or intend to give, rights to anyone else and no one else has the right to enforce any part of this contract.

### MEANING OF WORDS

**AGENT** means the intermediary from whom **You** purchased this insurance

**COVERHOLDER** means Arc Legal Assistance Limited trading as General Legal Protection who administers this insurance and handles claims under this insurance on **Our** behalf

**COVER LEVEL** means the amount shown in **Your Motor Insurance Policy** in respect of the **Excess**, up to £500, which **We** will pay to **You** under this Policy during any one **Period of Insurance**

**EXCESS** means the amount **You** must pay under the terms of **Your Motor Insurance Policy** in respect of any **Motor Claim** as the first amount of that claim, or the amount that is deducted from **Your** settlement in the event of a total loss claim

**MOTOR CLAIM** means a claim under the terms of **Your Motor Insurance Policy** arising as a result of physical damage to the vehicle following fire, theft or vandalism or as a result of an accident which was wholly or partially **Your** fault or the fault of a **Named Driver** or where **You** are unable to recover **Your Excess** from a liable third party

**MOTOR INSURANCE POLICY** means the insurance policy arranged by the **Agent** in respect of **Your Motor Vehicle** which was arranged at the same time as or up to 45 days prior to this Policy

**MOTOR INSURER** means an FCA Regulated Motor Insurer who underwrites **Your Motor Insurance Policy**

**MOTOR VEHICLE** means a vehicle (not being an invalid carriage), which is constructed for the carriage of passengers and their effects, is adapted to carry not more than seven passengers of which **You** are the owner and registered keeper

**NAMED DRIVER** means drivers in addition to **You** who are permitted to drive **Your Motor Vehicle** under the terms of **Your Motor Insurance Policy**

**PERIOD OF INSURANCE** means the period for which **We** have accepted the premium being the same period as applies to **Your Motor Insurance Policy**

**SETTLED MOTOR CLAIM** means a **Motor Claim** which is accepted and successfully settled by **Your Motor Insurer** in the stated **Period of Insurance**

**WE, OUR, US** means AmTrust Europe Limited, the insurer of this policy

**YOU, YOUR** means the person who has taken out this policy

A single claim by **You** for an amount equal to **Your Excess** under **Your Motor Insurance Policy**, in relation to **Your Settled Motor Claim**.

### WHAT YOU ARE NOT COVERED FOR:

**We** will not pay:

1. Any claim for **Your Excess** in respect of any claim **You** make under **Your Motor Insurance Policy** that **Your Motor Insurer** declines or any instance where no claim is brought under **Your Motor Insurance Policy** because the value of such claim would not exceed the **Excess** payable by **You**
2. Any claim for **Your Excess** in respect of any claim which occurred prior to the commencement date of this Policy
3. More than £500 for a claim under this policy.
4. Any claim for **Your Excess** in respect of any claim **You** make for damage or loss to a trailer
5. Any contribution to or deduction from the settlement of **Your Motor Claim** other than the **Excess** under **Your Motor Insurance Policy**
6. Where any third party has reimbursed **You** and made good **Your Excess**
7. Where **You** accept liability by agreement or contract
8. Any amount for **Your Excess** in respect of any claim **You** make under **Your Motor Insurance Policy** solely in respect of glass repair or replacement; personal effects, audio visual equipment (such as mobile phones, televisions, screens, satellite navigation systems, CD/cassette player, radios etc.).
9. Any claim arising out of the use of the **Motor Vehicle** by **You** for racing, rallies, trials or competitions of any kind
10. Any theft or malicious damage claim which has not been reported to the Police and has not been given a "crime incident number"
11. Any claim that arises out of **Your** unlawful use of drink or drugs
12. Any claim in respect of any dispute arising from or involving:
  - (a) Ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear component thereof
  - (c) Riot, civil commotion, war, invasion, acts of foreign enemy, hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government

### CONDITIONS

1. Cover is provided where **Your Motor Vehicle** is used only for social, domestic and pleasure purposes and Class 1 business use by **You** and a **Named Driver(s)**
2. **Your** name must be the lead name on **Your Motor Insurance Policy**
3. Any claim must be reported to us within 30 days of settlement of **Your Motor Claim** being made by **Your Motor Insurer**
4. No payment will be made under this Policy unless **Your Motor Insurer** has settled a **Motor Claim**
5. In the event that any misrepresentation or concealment is made by **You** or on **Your** behalf in obtaining this insurance or **Your Motor Insurance Policy** or in support of any claim under this insurance or **Your Motor Insurance Policy**, or if **You** make a claim under this Policy or **Your Motor Insurance Policy** that is false or fraudulent the policy will be voided from the time

### WHAT YOU ARE COVERED FOR:

of the fraudulent event and no refund of premium will be given

6. **You** must maintain a **Motor Insurance Policy** at all times during the **Period of Insurance** of this policy
7. Irrespective of the commencement date of this policy, after commencement it is to run concurrently with **Your Motor Insurance Policy** and to end on the same date as **Your Motor Insurance Policy**
8. In the event that **Your Motor Insurance Policy** is cancelled for any reason whatsoever, this policy will be cancelled automatically
9. You must agree to **Us** trying to recover any payments made to **You** under this policy in **Your** name and any payments recovered must be paid to **Us**
10. If **You** are covered by any other insurance for **Your Excess** and which has resulted in a valid claim under this policy, **We** will only pay **Our** share of the claim
11. **You** must take reasonable steps to safeguard against loss or additional exposure to loss
12. **You** must keep to the terms of this policy

### CLAIMS

To make a claim under this policy, **You** must call our Claims Department on **0190 423 8281** and the **Coverholder** will deal with **Your** claim on **Our** behalf. Before **We** consider how **We** will settle **Your** claim **We** must have receipt of the following supporting documentation (whichever **We** request and consider is applicable):

- (a) Copy of **Your Motor Insurance Policy**
- (b) Copy of **Your** settlement offer letter from **Your Motor Insurer** showing any **Excess** applicable
- (c) Full breakdown of repairs from **Your Motor Insurer**
- (d) Copy of **Your Excess** receipt from the repairers
- (e) Copy of the letter from **Your Motor Insurer** attaching their settlement cheque

Failure to provide ALL requested documentation will delay and may jeopardise **Your** claim.

### CANCELLATION PROVISIONS

**You** may cancel this policy within 14 days of purchasing the cover with a full refund of the insurance premium paid providing **You** have not made a claim which has been accepted under this policy.

**You** may cancel this policy at any time by giving at least 21 days' written notice to **Us**. **We** will refund part of the premium for the unexpired period unless **You** have notified a claim which has been accepted by **Us** under this policy in which case no return of premium shall be allowed. If **We** have not accepted a claim under this policy, the amount of premium **We** will refund will be calculated as 1/365th of the premium paid for each day that remains unexpired together with a maximum administration fee of £15.

**We** may cancel this policy at any time by giving at least 21 days' written notice to **You**. **We** will refund part of the premium paid for the unexpired period based on the calculation above.

### COMPLAINTS PROCEDURE

**We** always aim to provide a first class service. However, if **You** have any complaint, please notify the **Coverholder** at: Complaints Department, General Legal Protection, 18 Park Place, Cardiff CF10 3DQ. Tel: 02920 222 033

The **Coverholder** will contact **You** within five days of receiving your complaint to inform **You** of what action is being taken. **The Coverholder** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks **The Coverholder** will tell **You** when **You** can expect an answer.

If **Your** complaint remains unresolved after eight weeks, **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. They are able to review complaints from "eligible complainants" and further information can be found on their website. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone number 0800 023 4567 or 0300 123 9 123. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100

If **You** take any of the action mentioned above it will not affect **Your** right to take legal action.

### PRIVACY AND DATA PROTECTION NOTICE

#### Data Protection

Arc Legal Assistance Limited (the Data Controller) 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 **Our** website at [www.arclegal.co.uk](http://www.arclegal.co.uk)

#### 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), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

#### 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.

#### 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 include **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, 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.

### **International Transfers of Data**

**We** may transfer **Your** personal data to destinations outside the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

### **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.

### **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, Arc Legal Assistance Ltd - please see website for full address details.

### **Marketing**

**We** will not use **Your** data for Marketing purposes. All information provided is used to manage **Your** insurance policy only.

### **Fraudulent Claims**

1) If the **Insured Person** makes a fraudulent claim under this insurance contract, **We**:

- a) Are not liable to pay the claim; and
- b) May recover from the **Insured Person** any sums paid by **Us** to the **Insured Person** in respect of the claim; and
- c) May by notice to the **Insured Person** treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If **We** exercise **Our** right under clause (1)(c) above:

- a) **We** will not be liable to the **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) **We** need not return any of the premiums paid.

### **Conditions Precedents**

If the **Insured Person** breaches a condition precedent in this insurance contract, **Our** liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the **Insured Person** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.

**AmTrust Europe Limited** underwrite these policies that **Arc Legal Assistance Limited** trading as **General Legal Protection** administer on their behalf

General Legal Protection  
18 Park Place  
Cardiff

CF10 3DQ

Tel: 02920 222 033

E-mail: [office@glpgroup.co.uk](mailto:office@glpgroup.co.uk)

Web: [www.arclegal.co.uk](http://www.arclegal.co.uk)

Arc Legal Assistance Limited trading as General Legal Protection is authorised and regulated by the Financial Conduct Authority. Financial services register number 305958.

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the Financial Conduct Authority on 0800 111 6768.