MOTOR EXCESS INSURANCE - POLICY WORDING

This cover is managed and provided by Arc Legal Assistance Limited. It is underwritten by the **Insurer**, and **We** act on their behalf.

If **You** find it difficult to read this document, please get in touch with **Us** as **We** will do **Our** best to help.

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 under this insurance it is very important that **You** comply with the conditions of this insurance so that **Your** claim can go ahead. The conditions **You** need to follow are shown in the 'Conditions' section below. Please read them 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 most **We** will pay during the **Period of Insurance** is **£250**
Excess	The amount **You** have to pay towards each claim **You** make under **Your Motor Insurance Policy**.
Incident	A claim **You** make 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 which this motor excess insurance sits alongside
Period of Insurance	This insurance gives cover for the same period covered by the **Motor Insurance Policy** it sits alongside. Please note that, if the **Motor Insurance Policy** is cancelled, suspended or withdrawn, this motor excess insurance will also be cancelled, suspended or withdrawn.
Territorial Limits	The United Kingdom (England, Scotland, Wales and Northern Ireland), the Channel Islands and the Isle of Man
Vehicle	Any motor vehicle covered by the **Motor Insurance Policy** which this cover sits alongside.
We / Us / Our	Arc Legal Assistance Ltd
You / Your	The person(s) named in the insurance schedule.

COVER

We will pay **You** the amount of **Your Excess** (up to the **Annual Aggregate Limit**) after **You** have made a successful claim under **Your Motor Insurance** Policy provided that the claim under **Your Motor Insurance Policy** is more than the amount of the **Excess**.

If **Your** motor insurer decides that **You** were not at fault (or were only partly at fault) in the claim under **Your Motor Insurance Policy**, **We** will only repay the **Excess** if it cannot be recovered from a third party within 6 months of the **Incident**.

We only cover **You** when the **Excess** of **Your Motor Insurance Policy** is exceeded. Please note: if **Your** claim under the **Motor Insurance Policy** is only equal to the amount of the **Excess** or less than the **Excess**, **You** are not covered.

EXCLUSIONS

1. **There is no cover:**
   a) if the **Excess** on **Your Motor Insurance Policy** is not exceeded
   b) if **Your Vehicle** is used for commercial or business use or is used in connection with the motor trade
   c) for any claim involving racing, rallies or competing in trials
   d) for any claim that is turned down under **Your Motor Insurance Policy**
   e) For any amounts apart from the **Excess** the due under **Your Motor Insurance Policy.**
   f) if **Excess** has been waived or repaid
   g) if the **Excess** relates to a claim for glass repair or replacement, breakdown or misfuelling
   h) if the event which resulted in an **Incident** happened before **You** bought this motor excess insurance
   i) If the event which resulted in an **Incident** happened outside the **Territorial Limits**
   j) if, when the **incident** happened, **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) had not paid the right vehicle tax
      v) had not fully complied with the law

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**
   a) Claims under this motor excess insurance must be made within 31 days of **Your** claim under the **Motor Insurance Policy** being settled successfully
   b) **You** must have a valid **Motor Insurance Policy** in place
   c) **You** must give **Us** (and pay for) any information **We** ask for
   d) This policy will stay in place until **We** have paid **Annual Aggregate Limit** or the **Period of Insurance** ends, whichever happens first

2. **Other Insurances**

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **We** may only pay **Our** share of the claim.

3. **Fraud**

In the event of fraud, **We**:
   a) will not pay the fraudulent claim
   b) might take back any amounts paid to **You** in respect of the fraudulent claim
   c) might cancel this policy from the time of the fraudulent act and keep all premiums paid to **Us**
   d) will not cover **You** for anything after the fraudulent act.

4. **Cancellation**

You can cancel this insurance at any time by telling **Your** insurance broker.
If **You** cancel within 14 days of:
- buying this insurance, or
- receiving the policy documents (if this happens later),

and **You** have not made a claim, **We** will refund the premium in full.

If **You** cancel after the first 14 days, **You** will not get a refund.

The **Insurer** can cancel the insurance by giving fourteen days' notice in writing to **You** at the address shown on the schedule, or alternative address given by **You**. If it does, **You** will not get a refund of premium.

We will only do this in exceptional circumstances for example:

- Where **We** suspect 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, gave false information or did not give **Us** all of the 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** might, 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 choose someone. 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 contract and all 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 changes in the law or regulations made after this policy starts mean that the cover is affected, **We** can decide to accept claims if the change restricts the cover under this policy but reject claims if the change gives a benefit which was not already part of the cover.

CUSTOMER SERVICES INFORMATION

How to make a claim
To make a claim under this policy, please contact **Somerset Bridge** on **01904 238281**, who will submit **Your** claim to **Us** on **Your** behalf.

Privacy and Data Protection Notice
(In this Privacy and Data Protection Notice, '**We**', '**Our**' and '**Us**' means both 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
If **You** are unhappy with anything to do with this insurance, please contact **Us** at the address below. **We** will let **You** know that **We** have received **Your** complaint in five working days. Within next four weeks **We** will send **You** either:

- **Our** final reply or
- the reasons why **Your** compliant is taking longer to sort out and when **We** will be able to give **You Our** final reply.

If **You** still have not received **Our** final reply within 8 weeks of **Us** receiving **Your** complaint, or if **You** are not happy with the delay, **You** can 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 reply or at any time.

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.

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.