

## 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 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 Specialty Limited, the insurer of this policy

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

### WHAT YOU ARE COVERED FOR:

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 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:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel: 01206 615000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

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

(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](http://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 some things **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.

#### **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.

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

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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