

MOTOR EXCESS PROTECTION POLICY WORDING

WHO IS YOUR INSURER?

This insurance has been arranged by Crusader Assistance and is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

CERTIFICATION OF COVER

This policy document combined with **your policy schedule** certifies that this insurance has been effected between **you** and **us**. In return for payment of the premium **we** agree to insure **you** in accordance with the terms and conditions contained in and endorsed on these documents.

IMPORTANT

Please keep this policy document, together with **your policy schedule**, in a safe place so **you** can read it again if **you** need to. **You** can only take out this insurance if **you** have bought a motor insurance policy with **your** broker. If **your** motor insurance policy with **your** broker is cancelled for any reason this policy will also be cancelled.

WHO ADMINISTERS YOUR POLICY?

We have appointed URIS Group Limited to administer **your** policy and Arc Legal Assistance handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

LANGUAGE

- **You** will notice that some words throughout this document are shown in **bold** type. These words are listed and defined in the 'Definitions' section at the end of this document.
- Please contact **your** broker if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Please check that the information contained in this policy meets your requirements. If it does not, please contact your broker who arranged this insurance for you.

WHAT DOES THE POLICY COVER AND WHAT WILL IT PAY OUT?

Events

During the **period of insurance** and within the **territorial limits** this policy will provide cover in the event of:

- A settled claim on **your motor insurance policy** where **you** are unable to recover **your excess** from a third party and are therefore at fault; or
- If **your** motor insurer deems the claim not **your** fault and **you** are unable to recover **your excess** from the third party within 6 months of the claim being settled.

This policy will only provide cover when the amount claimed on the **motor insurance policy** exceeds the **excess** amount.

Benefits

In the event of a valid claim this policy will pay the lesser of:

- **Your excess;**
- The **sum insured;** or
- The difference between the total of any previous claims on this policy during the **period of insurance**, and the **sum insured.**

The maximum payable under this policy during the **period of insurance** is the **sum insured.**

WHAT IS NOT COVERED?

The policy will not pay out for the following:

- Claims when the amount claimed on the **motor insurance policy** does not exceed the **excess** amount;
- Any **excess** in respect of windscreen, glass damage or key excess;
- Any claim where the **excess** has been waived or where a third party has reimbursed **you** or has made good any loss or damage in respect of which **you** have or would otherwise have claimed against **your motor insurance policy;**
- Any claim which occurs whilst the **insured vehicle** is being used and/or driven on any race track, circuit or other prepared course;
- Any claim which has occurred within a country which is not covered by **your motor insurance policy;**
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material;
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter; or
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

CONDITIONS AND LIMITATIONS

The following conditions apply to **your** policy:

- **Consumer Insurance (Disclosure and Representations) Act 2012**
This requires **you** to be truthful and take care to give accurate and complete answers to any questions **your** broker ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of insurance**, or if **you** make a claim. If **you** fail to do so it may invalidate **your** policy.

Note that if a claim under this policy is known by **you** to be false in any way, the claim will not be paid and **your** policy will be made void with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.

- **Transferring Your Interest in the Policy**
You cannot transfer **your** interest in the policy to anyone else.

HOW TO MAKE A CLAIM

The quickest way to get **your** claim to us is to visit <https://claims.arclegal.co.uk> and submit **your** claim online. **You** will also find helpful information and FAQs to help **you** on your claims journey.

If **you** need assistance, or are unable to complete **your** claim form online, please telephone **0344 770 9000**.

CLAIMS CONDITIONS

Please note that the following conditions apply to **your** claim and **we** may cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment if **you** do not comply:

- **Process**
In the event of any incident which may give rise to a claim, **you** must follow the claims procedure detailed in this policy, and **you** must give the **administrator**, at **your** own expense, all the information, about the claim, that **we** or they ask for.
- **We** have the right, at **our** expense and in **your** name to:
 - Take over the defence or settlement of any claim;
 - Start legal action to get compensation from anyone else; and/or
 - Start legal action to get back from anyone else any payments that have already been made.

At **our** cost, **you** must also help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

CANCELLING YOUR POLICY

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting **your** broker.

- If **you** decide to cancel within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim.
- **After the first 14 days** no refund of premium will be payable.
- **Insurer's right to cancel**
 - This **policy** runs concurrently with **your motor insurance policy**. If **your motor insurance policy** is cancelled for any reason this **policy** will also be cancelled by **us**.
 - **We** may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):
 - Fraud;
 - Non-payment of premium; and/or
 - Threatening and abusive behaviour against **our** staff or the **administrator's** staff.

Where **we** have cancelled **your** policy no refund of premium would be made.

CUSTOMER SERVICE & COMPLAINTS

This complaints procedure does not affect **your** legal rights.

- **Questions or complaints about the sale of your policy**
If **you** have a question or concern, or **you** wish to make a complaint about how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact **your** broker.

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

- **Questions or complaints about the handling of your claim**
The aim is to provide **you** with a high quality service at all times. Every effort will always be made to resolve any enquiry or problem that **you** may have. If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

Email: customerservice@arclegal.co.uk
Phone: **01206 615000**
Post: Arc Legal Assistance, PO Box 8921, Colchester CO4 5YD

If **you** remain dissatisfied after the **administrator** has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone Number: **0800 0234 567** from a landline or **0300 1239 123** from a mobile.
E-mail: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

LEGAL AND REGULATORY INFORMATION

- **Premiums and claims – your rights**

Please note that once **you** have paid **your** premium to **your** broker **we** treat it as having been received by **us**.

- **The law & legal proceedings applicable to this insurance**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

- **Privacy and Data Protection Notice**

1. Data Protection

Arc Legal Assistance 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 www.arclegal.co.uk

2. 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), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

3. 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** Privacy Statement, which is available to view on the website address detailed above.

4. 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 may include, where necessary, 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.

5. 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.

6. 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**, please see website for full address details.

- **Financial Services Compensation Scheme**

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that AmTrust Europe Limited cannot meet its financial responsibilities. The FSCS will meet 90% of **your** claim, without any upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk.

DEFINITIONS

Certain words throughout this document are defined words and are shown in **bold**. These are listed and defined below.

Administrator

URIS Group Limited at Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL. **We** have appointed URIS Group Limited to administer **your** policy and Arc Legal Assistance Limited to handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

Excess

The amount which **you** are required to pay under the terms and conditions of **your motor insurance policy** following a claim on that policy.

Insured vehicle

The vehicle listed in and insured under the **motor insurance policy**.

Motor insurance policy

The motor insurance policy that has been issued to **you** by **your** broker for the **insured vehicle**.

Period of insurance

This policy will run concurrently with **your** motor insurance policy for a maximum of 12 months. If **you** arranged this policy after the start date of **your** motor insurance policy cover will be provided from the date **you** bought it and will end on the expiry date of **your** motor insurance policy as detailed on **your policy schedule**.

Policy schedule

The document which forms part of the motor insurance contract alongside which **you** have bought this policy. It contains **your** name and address and details of the **insured vehicle**.

Sum insured

The maximum amount payable by **us** during any **period of insurance**, as detailed on **your policy schedule**.

Territorial limits

This policy only provides cover within the **United Kingdom**, unless cover on the **motor insurance policy** has been agreed to extend to Europe by **your** broker. Under no circumstances will cover under this policy operate in any country which is not covered by **your motor insurance policy**.

United Kingdom/UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

We/us/our/insurer

Arc Legal Assistance on behalf of AmTrust Europe Limited.

You/your

The person whose name is shown on the **policy schedule** as the insured person.