

Excess Protect Policy

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.

Please note we can only process your claim once your motor insurance claim has been settled or in the event of a non fault claim when six months has elapsed from the claim being settled.

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** ignore them:

- **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 **we** or they ask for about the claim.
- **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 help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

Your Excess Protect policy

This policy booklet combined with **your confirmation of cover letter** confirms policy cover. In return for payment of the premium **we** agree to insure **you** in accordance with these terms and conditions contained in this booklet. Please note that once **you** have paid **your** premium to **your** insurance intermediary **we** treat it as having been received by **us**.

Contact **us** if **you** would like a copy of these terms and conditions in another format such as in large print, braille or audio file.

Important

Please keep this policy booklet, together with **your confirmation of cover letter**, 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** insurance intermediary. If **your motor insurance policy** is cancelled for any reason this policy will also be cancelled.

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

Your insurer

This policy has been arranged by URIS Group Limited and 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.

What is covered

What we will cover	What we will not cover
<p>Events During the period of cover and within the territorial limits we will pay up to the maximum limit as detailed in the Benefits section below, for the following:</p> <ol style="list-style-type: none">1. 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; or2. 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.	<p>The policy will not pay out for the following:</p> <ul style="list-style-type: none">• Any amount over and above the maximum limit of £750 in the period of cover.• Any excess in respect of glass damage or key excess.• Any claim where the excess has been waived or where a third party has reimbursed you or made good any loss or damage in respect of which you have or would otherwise have claimed against your motor insurance policy.

<p>Benefits In the event of a valid claim for the above events this policy covers and pays the excess payable under your motor insurance policy up to a maximum of £750 in the period of cover.</p> <p>Example</p> <p>Benefits</p> <p>Example A Your motor insurance policy excess is £1,000. We will cover and pay £750, the maximum limit during the period of cover, there is no further benefit due.</p> <p>Example B Your motor insurance policy excess is £400. We will cover and pay £400, leaving £350 of the initial £750 maximum limit, allowing you to make further claims for the remainder of the period of cover.</p>	<ul style="list-style-type: none"> • Any claim which occurs whilst the insured vehicle is being used and/or driven off road, 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.
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General Exclusions

- 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.
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

General conditions

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 **we** ask **you** when **you** purchase the policy, if **you** wish to make any changes to it during the **period of cover**, or if **you** make a claim. If **you** do not do so it may mean that **your** policy becomes invalid.
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, which means it will be cancelled back to the start date, with no refund of premium. **We** may also inform other insurers and the appropriate law enforcement authorities.
- **Transferring your policy**
You cannot transfer **your** policy to anyone else.
- **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 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.

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.

• **Fraudulent claims or misleading information**

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage that **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Cancelling your policy

If **you** decide to cancel **your** Excess Protect policy, **you** can do so by:

- Email;
- Live Chat;
- Writing to: Europa House, Midland Way, Thornbury BS35 2JX.

Contact methods can be found in **your motor insurance policy confirmation of cover letter**.

Your right to cancel in the cooling off period

If this is 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 on the policy.

Your right to cancel after the cooling off period

After the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs alongside **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** or the **administrator's** staff.

Where **we** have cancelled **your** policy for the above reasons, no refund of premium will be made.

Other insurance

If at the time that any claim arises under this policy and there is any other existing insurance covering the same loss, damage or liability, **we** will only pay **our** share.

Law applicable

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.

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 about, 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 the provider of **your motor insurance policy** by:

- Live Chat;
- Writing to : Europa House, Midland Way, Thornbury BS35 2JX.

Contact methods can be found in **your motor insurance policy confirmation of cover letter**.

Questions or complaints about your policy or 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 sort out 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 at customerservice@arclegal.co.uk
- Telephone on 01206 615000;
- Writing to the **administrator** at: Arc Legal Assistance, PO Box 8921, Colchester, CO4 5YD.

If **you** remain dissatisfied after **your** complaint has been considered, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service, by:

- Email at complaint.info@financial-ombudsman.org.uk
- Telephone on 0800 0234 567 from a landline or 0300 1239 123 from a mobile;
- Writing to: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR;
- 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.

Financial Services Compensation Scheme

AmTrust Specialty Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if AmTrust Specialty Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Definitions

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

Accident

A sudden and unexpected event involving a vehicle in a road traffic incident which happens by chance and causes loss, injury or death.

Administrator

URIS Group Limited at 1st Floor, Premier House, Carolina Court, Doncaster, South Yorkshire, DN4 5RA. **We** have appointed URIS Group Limited to administer **your** policy and Arc Legal Assistance Limited handle claims. URIS Group Limited is authorised and regulated by the Financial Conduct Authority number 307332.

Computer virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatever nature.

Confirmation of cover letter

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**.

Electronic data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

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

A private car or commercial vehicle which **you** are insured to drive under the **motor insurance policy**.

Motor insurance policy

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

Period of cover

Cover under this policy will run alongside **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 confirmation of cover letter**.

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 the provider of **your motor insurance policy**.

United Kingdom

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

We/us/our/insurer

Arc Legal Assistance on behalf of AmTrust Specialty Limited.

You/your

The person named as the policy holder and any other named drivers in the **motor insurance policy**.