

We may cancel the insurance by giving 14 days' notice in writing to You at the address shown on the schedule, or alternative address provided by You. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of You behaving inappropriately, for example:

- Where We have a reasonable suspicion of 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, disclosed false information or failed to disclose important information.

6. 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 may, 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 make a nomination. 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.

7. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

8. 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 subsequent change in law or regulations results in the scope of cover being either restricted or broadened, We reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

DEFINITIONS: Where the following words appear in **bold** they have these special meanings.

Annual Aggregate Limit

The maximum amount payable during the Period of Insurance, as shown in Your Certificate of Insurance

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract

Excess

The amount You are responsible for paying under the terms of Your Motor Insurance policy

Incident

A claim occurring under Your Motor Insurance Policy during the Period of Insurance
Insurer AmTrust Europe Limited

Motor Insurance Policy

Your insurance policy that covers any private vehicle, to which this cover attaches

Period of Insurance

The period of insurance shown in the insurance schedule to which this cover attaches

Territorial Limits

The United Kingdom and Republic of Ireland

Vehicle

The motor vehicle declared in the insurance schedule to which this cover attaches

We / Us / Our

Arc Legal Assistance Ltd

You / Your

The person(s) names in the insurance schedule to which this cover attaches.

CUSTOMER SERVICES INFORMATION

HOW TO MAKE A CLAIM

To make a claim under this policy, please contact Provincewide Claims Ltd on 028 9521 4757, who will submit Your claim to Us on Your behalf.

Data Protection

Your details and details of Your insurance cover and claims will be held by Us and or the Insurer for underwriting, processing, claims handling and fraud prevention subject to the provisions of Data Protection Legislation.

Customer Service

Our aim is to get it right, first time, every time. If We make a mistake, We will try to put it right straightaway.

If You are unhappy with the service that has been provided, You should contact Us at the address below. We will always confirm to You, within five working days, that We have received Your complaint. Within four weeks You will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when You will receive a final response. Within eight weeks You will receive a final response or, if this is not possible, a reason for the delay plus an indication of when You will receive a final response. After eight weeks, if You are unhappy with the delay, You may refer Your complaint to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if You cannot settle Your complaint with Us or before We have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd

PO 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

We are covered by the Financial Services Compensation Scheme (FSCS). If We fail to carry out Our 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 Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority



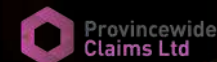
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Motor Excess Insurance



Policy Wording



MOTOR EXCESS INSURANCE - POLICY WORDING

TERMS OF COVER

This insurance is administered by Provincewide Claims Ltd. and is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf We act.

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 and no exclusions apply then it is vital that You comply with the conditions of this policy in order for Your claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Duty of Disclosure

If this policy covers You as a private individual, unrelated to any trade, business or profession, You must take reasonable care to disclose correct information. The extent of the information You are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions You are asked when You took out this insurance.

Suspension of Cover

If You breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

COVER

Cover is provided for the reimbursement of the Excess You are responsible for following the successful settlement of any valid claim under your Motor Insurance Policy, up to the Annual Aggregate Limit.

In the event of a claim where You are deemed partially at fault or not at fault, cover only applies if Your Excess is not recoverable from the third party within 6 months of the Incident.

Cover only applies when the Excess of Your Motor Insurance Policy is exceeded.

EXCLUSIONS

1. There is no cover:-

- a) Where the Excess on Your Motor Insurance Policy is not exceeded
- b) Where Your Vehicle is used for commercial or business use, used in connection with the motor trade
- c) For any claim arising from racing, rallies, competitors on trials
- d) For any claim that is repudiated or indemnity is refused under Your Motor Insurance Policy
- e) For any contribution or deduction from the settlement of Your claim made under Your Motor Insurance Policy, other than the stated policy Excess for which You have been made liable
- f) Where the Excess has been waived or reimbursed
- g) Any Excess arising from glass repair or replacement, breakdown or misfuelling
- h) Where the Incident occurred before You purchased this insurance
- i) Where the Incident occurred outside the Territorial Limits
- j) For any fines, damages or other penalties which You are ordered to pay by a court or other authority
- k) Where at the time of the Incident 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) Did not procure valid vehicle tax
 - v) Failed to comply with any laws relating to the Vehicles' ownership or use

2. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to 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.

CONDITIONS

1. Claims

- a) You must notify claims to Us within 31 days following the successful settlement of Your claim under Your Motor Insurance Policy
- b) Your Motor Insurance Policy must be maintained, current and valid
- c) You must supply at Your expenses all of the information which We reasonable require to decide whether a claim may be accepted
- d) The policy will continue to respond for the Period of Insurance or until the Annual Aggregate Limit has been exhausted; whichever occurs first

2. Other Insurances

If any claim covered under this policy is also covered by another Motor Excess Insurance policy, or would have been covered if this policy did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.

3. Disclosure

- If You fail to disclose relevant information or You disclose false information in relation to this policy, We, or the broker, may:
- a) Cancel the contract and keep the premiums if the Disclosure Breach is deliberate or reckless
 - b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the Disclosure Breach been known
 - c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the Disclosure Breach been known
 - d) Proportionately reduce the amount You are entitled to in the event of a successful claim if a higher premium would have been charged had the Disclosure Breach been known.

4. Fraud

- In the event of fraud, We:
- a) Will not be liable to pay the fraudulent claim
 - b) May recover any sums paid to You in respect of the fraudulent claim
 - c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to Us
 - d) Will no longer be liable to You in any regard after the fraudulent act.

5. Cancellation

You may cancel this insurance at any time by writing to Your insurance adviser providing 14 days written notice. If You exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided You have not already made a claim against the insurance.

