



Lloyd Latchford Motor Legal Expenses

Master Certificate Number: LES/1007/2117

Introduction

Thank you for choosing to insure with **us**. Please read carefully all documents that **we** have provided, together with any addendum, endorsements and the **schedule**.

If something's not right, **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** insurance agent immediately. If **you** are unhappy with the terms and wish to cancel the policy, please contact **your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

Assistance Helpline Services

You can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

Sections 1a – 1b Helpline

0343 515 9666

This helpline operates 24/7, 365 days a year and can assist with claims under Sections 1a – 1b of this policy.

Sections 1c – 1i Helpline

01384 377000

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays, and can assist with claims under Sections 1c – 1i of this policy.

Section 1m Vehicle Identity Theft

01384 397757

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of identity theft issues and cannot assist with any other insurance matter.

Section 2 Helpline

0343 515 9666

This helpline operates 24/7, 365 days a year and can assist with claims under Section 2 of this policy.

Unlimited Legal Advice Helpline

01384 887575

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy.

PTSD Helpline

01384 987995

This helpline operates 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of post-traumatic stress and cannot assist with any insurance matter.

Making a Claim – Sections 1c – 1i

If **you** wish to make a claim, it's important to let **us** know as soon as possible and during the **period of insurance**. **You** can obtain and submit a claim form to **us** by using one of the contact methods below.



Visit claims.arclegal.co.uk to submit **your** claim online.



Post **your** claim form to **us** at:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5NE



Call the Legal Helpline who will provide you with a claim form.

Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **us** know about any potential claims under Section 1 within 30 days and during this **period of insurance**. Any claims under Section 2 must be notified to **us** within 14 days. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your** claim, **your** obligations to **us** under the policy and how **we** will handle **your** claim.

Meaning of Words

The words or expressions set out below have the following meaning wherever they appear emboldened in this policy.

Alternative Hire Vehicle	A replacement vehicle of a similar size and having an equivalent engine capacity to the insured vehicle .
Authorised Professional	A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your interests.
Civil Legal Action	When formal legal proceedings are taken against an opponent in a court of Law.
Claims Handler	Kindertons Accident Management or other appropriately qualified persons appointed and approved by us under the terms and conditions of this policy to represent your or an insured person's interests. Kindertons Accident Management are authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fsa.gov.uk/pages/register .
Claim Limits	Section 1 - The amount we will pay in respect of any one claim and the total amount payable within any one period of insurance as specified in the schedule . Section 2 – A maximum of 1 claim can be covered under this insurance policy in any one period of insurance .
Costs	Your authorised professional's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs . This includes costs following an 'out-of-court' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay.
Court	A court , tribunal or other competent authority.
Criminal Legal Action	When a criminal investigation against you commences.
Event	Section 1 - The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. Section 2 – A road traffic collision (excluding if due to glass damage only), fire or un-recovered theft of the insured vehicle .
Excess	The first amount of each and every claim as detailed in the schedule or insured event .
Hire Period	The maximum period that we will pay for the hire vehicle shall be 14 days.
Hire Vehicle	A vehicle equivalent to or higher than an Association of British Insurers' rated S2 vehicle.
Hire Vehicle Company	The company that we instruct to provide you with the hire vehicle .
Insurer	This insurance is administered by Arc Legal Assistance Ltd and underwritten by AmTrust Europe Limited.
Insured Vehicle	A vehicle that you own or for which you are legally responsible including any caravan or trailer whilst being legally towed.
Period of Insurance	The dates as shown on your schedule .
Prospects of Success	At least a 51% chance of you achieving a favourable outcome.
Schedule	The document which details your personal information for the purposes of this insurance and is attached to and forms part of this policy.
Standard Professional Fees	The level of costs that would normally be incurred by us in using an authorised professional of our choice.
Territorial Limits	Section 1 - The European Union, the United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man Section 2 – England, Wales and Scotland.
Terrorism	The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
Third Party	The other person(s) and/or party(ies) responsible for the event giving rise to a claim under this policy.
Time of Occurrence	Civil Cases – the date upon which the event first occurred. Criminal Cases – the time at which you are charged with an offence.
Un-Driveable	The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of a road traffic accident, fire or theft.
Vehicle Authority	Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency (DVA) and Parking and Traffic Appeals Service (PTAS).
Vehicle Identity Theft	The misappropriation of the vehicle registration mark of the insured vehicle without your knowledge or consent. The vehicle registration mark details are then used to obtain goods, services or to commit motoring offences or contravene any congestion zone fees or commit parking offences.
We, Us, Our	Arc Legal Assistance Ltd and AmTrust Europe Limited.
You, Your	a) The person named as the policyholder in the schedule . b) Any other person authorised by the policyholder to drive or to be a passenger in or on the insured vehicle .

Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the period of insurance.

Section 1 – Motor Uninsured Loss Recovery

Section 1a - Personal Injury

What is Covered?	What is Excluded?
Costs to pursue civil legal action against a third party following a road traffic collision where their negligence has led to your death or bodily injury.	<ol style="list-style-type: none">1. Claims for stress, psychological or emotional injury.2. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden event.

Section 1b - Uninsured Loss Recovery

What is Covered?	What is Excluded?
Costs to recover uninsured losses incurred by you following a road traffic collision resulting in damage to the insured vehicle or personal property within it.	

Section 1c - Motor Prosecution Defence

What is Covered?	What is Excluded?
Costs to defend criminal legal action taken against you as a result of a driving offence where your driving licence is at risk of being revoked or suspended or where you are at risk of receiving a custodial sentence. Where a legal aid (or equivalent) scheme is available to you it must be utilised. Where such assistance is granted, costs will be limited to a sum equal to any pre-verdict contribution payable by you .	<ol style="list-style-type: none">1. Costs required to be paid by you in excess of any assessed contribution.2. Any legal aid (or equivalent) contribution or costs payable post-verdict.3. Any costs where you fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme.4. Costs to defend any action, enforcement or recovery of sums payable against you under the rules of any legal aid (or equivalent) scheme.

Section 1d – Vehicle Servicing and Repair Disputes

What is Covered?	What is Excluded?
Costs to pursue or defend civil legal action relating to testing, servicing or repair of the insured vehicle excluding claims less than £100 or in excess of £10,000.	

Section 1e – Vehicle Purchase Disputes

What is Covered?	What is Excluded?
Costs to pursue or defend civil legal action arising out of the sale, purchase or hire purchase of the insured vehicle .	

Section 1f – Vehicle Lease Disputes

What is Covered?	What is Excluded?
Costs to pursue or defend civil legal action arising out of the lease of the insured vehicle .	

Section 1g – Overseas Vehicle Hire Disputes

What is Covered?	What is Excluded?
Costs to pursue or defend civil legal action arising from hiring the insured vehicle within the territorial limits .	

Section 1h - Pothole Damage

What is Covered?	What is Excluded?
Costs to pursue the relevant local authority for damage caused to an insured vehicle on a public highway as a consequence of a pothole.	

Section 1i - Illegal Clamping & Towing

What is Covered?	What is Excluded?
Costs to pursue the recovery of illegal clamping or towing fees related to the insured vehicle .	

Section 1j - Unenforceable Parking Fines

What is Covered?	What is Excluded?
Costs to appeal to the local authority or independent adjudicator against an unenforceable parking fine.	

Section 1k – Motor Insurance Database Disputes

What is Covered?	What is Excluded?
Costs for representation of your legal rights in a dispute with the police and/or other government agency in the event your vehicle is seized following a failure in the communications between your motor insurer and the Motor Insurance Database resulting in incorrect information about you or your vehicle being recorded on that database.	

Section 1l – Uninsured Driver Motor Insurer Bureau Recovery

What is Covered?	What is Excluded?
Costs to assist you in making a claim to the Motor Insurer Bureau where the driver at fault is uninsured or cannot be traced.	1. Claims for property damage of less than £300 where the driver at fault cannot be traced.

Section 1m - Vehicle Identity Theft

What is Covered?	What is Excluded?
Costs arising from vehicle identity theft : <ol style="list-style-type: none"> For the removal of any criminal or civil judgements wrongly entered against you. To defend a motoring prosecution brought against you as a result of vehicle identity theft. Where a legal aid (or equivalent) scheme is available to you it must be utilised. Where such assistance is granted, costs will be limited to a sum equal to any pre-verdict contribution payable by you. 	<ol style="list-style-type: none"> Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by you or by any other person acting in collusion with you. Costs required to be paid by you in excess of any assessed contribution. Any legal aid (or equivalent) contribution or costs payable post-verdict. Any costs where you fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme. Costs to defend any action, enforcement or recovery of sums payable against you under the rules of any legal aid (or equivalent) scheme.

Non-Insured Services

Replacement Vehicle & Vehicle Repair

In addition to the cover provided by the Insured Events section of this policy, if the damage to the **insured vehicle** occurs within the United Kingdom, **we** may be able to offer the following additional services, independently from this policy:

Kindertons Accident Management may be able to obtain an **alternative hire vehicle** of an equivalent type, pending repair or replacement of the **insured vehicle**, if the damage prevents the **insured vehicle** from being driven and is caused by the negligent or willful act of a third party who has the benefit of valid motor insurance and provided **we** have identified the third party and their insurers.

If the damage to the **insured vehicle** is caused by the negligent or willful act of a third party who has the benefit of valid motor insurance, then, provided **we** have identified the third party and their insurers and the **insured vehicle** can be repaired, **we** may be able to arrange to have the **insured vehicle** repaired and to provide **you** with up to 12 months interest free credit on the repairs made. This is subject to the following:

- You** must report the damage to the **insured vehicle** to **us** within 14 days of the incident;
- Provision of the **alternative hire vehicle** is subject to the terms and conditions of the provider of the **alternative hire vehicle**. These are available from the provider at the time the **alternative hire vehicle** is provided or can be obtained from Kindertons Accident Management on request;
- You must provide any assistance required by Kindertons Accident Management or any such representative in connection with the recovery of any costs incurred in connection with the provision of an **alternative hire vehicle** from any third party at fault in connection with the incident giving rise to the damage to the Insured Vehicle, including permitting Kindertons Accident Management or any such representative to take proceedings in **your** name and/or assigning any rights against any such third party to Kindertons Accident Management or its representative;
- The **alternative hire vehicle** provided will be a manual transmission vehicle unless **your** driving licence only permits **you** to drive an automatic transmission vehicle in which case an automatic transmission vehicle will be provided;

5. You must produce Your original full valid driving licence and disclose any driving penalty notices or convictions before an **alternative hire vehicle** will be provided;
6. **You** must provide valid credit or debit card details before an **alternative hire vehicle** will be provided;
7. **You** will be responsible for any fuel costs, fares, fines and fees;
8. **You** must pay a security/fuel deposit when an **alternative hire vehicle** is provided. This is refundable on return provided the **alternative hire vehicle** is free from damage and has the same amount of fuel as when provided;
9. **You** can choose to upgrade to any vehicle other than the **alternative hire vehicle** offered, but the costs of such upgrade will be **your** responsibility;
10. No **alternative hire vehicle** may be used outside the United Kingdom;
11. **You** will be responsible for any hire costs if **you** fail to return the **alternative hire vehicle** when requested to do so by the provider of the **alternative hire vehicle**.

What is excluded?

1. Services will not be provided in any case where the damage to the **insured vehicle** took place prior to the **period of insurance**.

Section 1 Exclusions

1. **Costs** incurred:
 - a. In respect of any **event** where the **time of occurrence** commenced prior to the commencement of this insurance.
 - b. Where **you** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
 - c. Before **our** written acceptance of a claim.
 - d. Before **our** approval or beyond those for which **we** have given **our** approval.
 - e. Where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**.
 - f. Where **you** are responsible for anything which in **our** opinion prejudices **your** case.
 - g. If **you** withdraw instructions from **or**, fail to respond to the **authorised professional**, withdraw from the legal proceedings or the **authorised professional** refuses to continue to act for **you**.
 - h. Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All **costs** incurred up until this stage will become **your** responsibility.
 - i. In excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
2. Any claim if **we** consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **costs** incurred.
3. Claims where **you** fail to follow the advice or proper instructions of **us** or the **authorised professional**.
4. Appeals where **you** have failed to notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice.
5. Any **costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
6. **Costs** arising from computer software tailored by the supplier to **your** own requirements.
7. Legal action for claims under Section 1c – 1m outside the United Kingdom (meaning England, Northern Ireland, Scotland and Wales), Channel Islands and Isle of Man, and/or proceedings in constitutional, international or supranational Courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.
8. Any disputes involving a contract of insurance.
9. Any disputes with **us** not dealt with under the arbitration condition.
10. An application for judicial review or any **costs** incurred in new areas of law or test cases.
11. Any **costs** relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
12. Any matter in respect of which **you** are entitled to legal aid (or equivalent), our liability shall be limited to the sum equal to any assessed contribution payable by **you**.
13. Any claims where there is an allegation that **you** were in control of the **insured vehicle** whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
14. Any claim where **your** motor insurer is entitled to repudiate **your** motor policy or refuses settlement of **your** claim.
15. Any claim where **you** (other than the policyholder) are driving under a 'driving other cars' extension to **your** motor insurance policy.
16. Any claim arising out of the use of an **insured vehicle** by **you** for racing, rallies, trials, off-roading or competitions of any kinds.
17. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of **your** claim.
18. Any claim if **you** have never held (or have been disqualified from holding or obtaining) a driving licence at the time of the event.
19. Claims made by **you** against any authorised passenger in the **insured vehicle**.
20. Claims for passengers where there is a conflict of interest between **you** or the authorised driver and any other passenger(s).
21. Any **standard professional fees** that are not subsequently recoverable or should not have reasonably been recoverable from the opponent or **Court**, unless your claim falls within the Small Claims Track under Section 1a – Personal Injury.

Section 1 Conditions

Notifying Us

If anything happens which could lead to a claim under this policy, **you** must let **us** know as soon as possible by submitting a claim form and providing **us** with all the information **we** may need. Until **you** have let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any **costs**, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that **you** must notify claims in writing directly to Arc Legal Assistance Ltd. Informing any of **our** Advice Helplines does not constitute as notification of a claim.

Claims Decision

The decision to accept **your** claim will take into account the advice of the **authorised professional**, as well as **our** own claims handlers. **We** may require, at **your** expense, an opinion of an expert or counsel on the merits of **your** claim. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.

Your claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **your** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with **your** claim.
4. The **event** and action required are covered by this insurance under the Insured Events section. The **event** must have happened within the **territorial limits** and during the **period of insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **your** claim or during the course of it **we** may find:

1. **Your prospects of success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support **your** claim and will tell **you** why in writing.

We may also limit the **costs** that **we** pay under the policy for **your** claim in the following circumstances:

1. **We** consider it is unlikely a favourable settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. There are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, where it may cost **us** more to handle a claim than the amount in dispute **we** may, at **our** discretion, pay to **you** the amount in dispute which will represent full and final settlement under this policy providing **you** have complied with all terms and conditions.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **costs** incurred to date will become **your** own responsibility and will need to be repaid to **us**.

Representation

If **your** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on **your** behalf. **We** will also select an **authorised professional** of **our** choice to act on **your** behalf.

If legal action is agreed by **us**, **you** can continue to use the **authorised professional** **we** have selected. However, **you** are also entitled to nominate an **authorised professional** of **your** choice, although this must be agreed with **us** in advance, confirmed in writing and **you** will be responsible for any **costs** in excess of **our standard professional fees**. **You** will need to satisfy **us** that **your** chosen representative has the appropriate experience and skills to represent **you**, and **you** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred in arbitration in accordance with the policy conditions.

Conduct of Claim

1. It's important to co-operate with **us** at all times. **You** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of **your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to (at no cost to **us**) obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose.
3. **You** or the **authorised professional** must notify **us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and **you** must await **our** written agreement before accepting or declining any such offer.
4. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert, agent or any other person without **our** agreement.

Section 2 – Guaranteed Hire Vehicle

Section 2a – Road Traffic Accident, Fire or Theft

What is Covered?	What is Excluded?
If the insured vehicle is damaged and rendered un-driveable by an event which occurs within the territorial limits , we will arrange for a hire vehicle for your use only until the insured vehicle is repaired or in the case where your insured vehicle is declared a total loss by your motor insurer, until 3 days following payment having been issued to you in settlement of your motor insurance claim whichever is the earlier and not exceeding the claim limits .	<ol style="list-style-type: none">1. Any insured vehicle used in any way for hire or reward including courier work.2. Any charges imposed by the hire vehicle company for additional drivers to be included.3. Any charges incurred before our approval or beyond those for which we have given our approval.4. Any claim made within 14 days of the first period of insurance when the policy originally inceptioned.5. Use of the hire vehicle outside of the territorial limits.6. Any excess that the hire vehicle company applies following an accident, fire or theft involving the hire vehicle.7. All fuel, fares and fines relating to the hire vehicle whilst it is in your possession, including any administration fee which may be imposed by the hire vehicle company.8. Any claim which has not been reported to us within 14 days of the event giving rise to the claim occurring.9. Any provision of a hire vehicle where a hire vehicle is already available under any other insurance or other means.10. Any further hire vehicle charges incurred after the hire period has expired or the insured vehicle has been repaired.11. The provision of a hire vehicle for an event when the event occurred prior to the inception of the insurance or after the period of insurance.12. Any claim if you have never held (or have been disqualified from holding or obtaining) a driving licence at the time of the event.

Section 2 Conditions

Conduct of Claim

1. **You** shall at all times co-operate with **us** and provide to **us** and the **claims handler** any evidence, documents and information of all material developments within a reasonable time scale and shall attend upon the **claims handler** when so requested at **your** own expense.
2. The **event** that gives rise to a claim on this policy must have been reported to **your** motor insurers and **you** must be actively pursuing repairs and/or settlement.
3. **We** shall have direct access at all times to and shall be entitled to obtain from the **claims handler** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **claims handler** which may be required for this purpose. **You** or **your claims handler** shall notify **us** immediately in writing of any offer or payment made with a view to settlement of **your** Motor Insurance Claim.
4. **We** will not be bound by any promise or undertaking given by **you** to any other party without **our** prior agreement.
5. Upon conclusion of the **hire period** **We** can take over and if necessary, conduct proceedings in the name of the insured person to recover the hire costs of the **hire vehicle** from the **third party**. The insured person must pay **us** any sums by way of costs, charges or fees directly recovered from the **third party** to the extent of the sums paid under this policy.

The Hire Vehicle

- a) **You** should comply fully with the terms and conditions of the **hire vehicle company**.
- b) The **hire vehicle** is covered for use within the **territorial limits** only.
- c) It is **your** responsibility to ensure that the **hire vehicle** is covered by a valid motor insurance policy issued by an insurer authorised and regulated by the Financial Services Authority and is adequate for **your** use and needs. The Insured Person may have to purchase comprehensive insurance for the Hire Vehicle should they not meet the eligibility criteria of the insurance offered by the **hire vehicle company**.
- d) It is **your** responsibility to immediately report any problems with the **hire vehicle** to the **hire vehicle company**.
- e) Any damage caused to the **hire vehicle** and any associated costs will be the responsibility of the insured person.

Identification

When taking possession of the **hire vehicle** **you** must produce **your** Full UK Driving Licence and any other identification as reasonably required by the **hire vehicle company**.

General Exclusions

The exclusions listed below apply to the entire policy.

1. Any direct or indirect liability, loss or damage caused:
 - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b. by computer viruses.This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
2. Any claim or expense of any kind caused directly or indirectly by:
 - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
3. Any loss or damage caused by any sort of war, invasion or revolution.
4. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
5. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

Policy Conditions

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs, charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Fraud

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **you** will not be entitled to any refund of premium or benefit under the policy. **We** may also take legal action against **you** and inform the appropriate authorities.

Arbitration

Any dispute between **you** and **us**, which is not solved by either party, will be governed by the laws of England and Wales and will be referred to a single arbitrator. The arbitrator shall be a solicitor or barrister on whom **we** both agree. If **we** are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion **costs** in the case that a decision is not clearly made against either party.

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** notice.

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. International Transfers of Data

The personal data that **we** collect from **you** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **we** transfer **your**

personal data outside of the UK and EEA, **we** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

6. 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.

7. 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, AmTrust International - please see website for full address details.

A copy of this **Insurer's** privacy policy is available to view at:
<https://www.amtrustinternational.com/legal/privacy-cookies/>

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Cancellation

If **you** decide this policy does not meet **your** insurance needs, please return it to **your** agent within 14 days from the date of purchase. Providing that no claims have been made, **we** will refund **your** premium in full. **You** may cancel **your** policy at any time after the first 14 days by informing **your** agent, although no refund of premium will be payable.

We may at any time cancel **your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

Act of Parliament

Any reference to an Act of Parliament within the policy shall include an amending or replacing Act, and also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless **your** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, **you** should in the first instance contact Arc Legal Assistance Ltd.



Write to **us** at:

Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5NE



Email **us** at:

customerservice@arclegal.co.uk



Call **us** on:

01206 615000

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

AmTrust Europe Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Authorisation

This policy is administered by 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: 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 and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.