



Motor Legal Protection Policy

This contract is arranged by **A-Plan Holdings**

The Motor Legal Protection Policy provides 4 independent sections of cover:-

Section 1 - Uninsured Loss Recovery

Section 2 - Replacement Vehicle and Vehicle Repair

Section 3 - Motor Prosecution Defence

Section 4 - Motor Legal Helpline

The High Level Summary of Cover is shown below and you will find the Detailed Policy Wording on the following pages.

High Level Summary of Cover

This details the high level summary for each section of your Motor Legal Protection Policy.

How to make a claim

Please contact your insurance broker to make a claim under any of the 4 sections of this Motor Legal Protection Policy.

Section 1 - Uninsured Loss Recovery

What is covered under this section of the policy?

If you have had an accident that wasn't your fault, we can instruct a solicitor to act on your behalf and attempt to claim compensation for your uninsured losses including any personal injury. This section provides cover for your legal expenses incurred in pursuing your claim.

What Are Uninsured Losses?

These are losses which you, your driver or passengers incur as a result of an accident which was not their fault that are not covered under any insurance policy. Losses can include your policy excess, loss of earnings, compensation for any injuries or vehicle hire charges. Other losses could include your vehicle repair costs, medical fees, compensation for the loss of use of your vehicle, damage to personal belongings, vehicle recovery, storage charges and out of pocket expenses.

Significant features and limitations of this section of the policy

- Cover is provided up to a maximum of £100,000 for legal expenses.
- Any claims must be reported within 180 days of the accident.
- The identity of the third party must be known and they must have held valid motor insurance at the time of the accident.
- There must be reasonable prospects of success against the third party.
- The estimated legal costs for the claim must not exceed the estimated value of the claim.

Section 2 - Replacement Vehicle and Vehicle Repair

What is covered under this section of the policy?

In addition to the cover provided under this policy, if you have had an accident that wasn't your fault, you may be entitled to an alternative hire vehicle that may be an equivalent type to your own whilst yours is off the road and we may be able to arrange to have your vehicle repaired and provide you with up to 12 months interest free credit on the repairs made.

Significant features and limitations of this section of the policy

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.
- Any replacement vehicle is subject to the terms and conditions of the replacement vehicle provider.
- Any claims must be reported within 14 days of the incident.

Section 3 - Motor Prosecution Defence

What is covered under this section of the policy?

If you are facing suspension or disqualification of your driving licence, we can instruct a solicitor to act on your behalf. This section provides cover for your legal expenses incurred in defending your legal rights.

Significant features and limitations of this section of the policy

- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.
- Cover is provided up to a maximum of £1500 for legal expenses.
- Cover is provided if you are facing suspension or disqualification of your driving licence.

- There must be reasonable prospects of avoiding a suspension or disqualification.
- Cover does not include any fines and penalties.
- Cover excludes any charges relating to alcohol and /or drugs.

Section 4 - Motor Legal Helpline

What is covered under this section of the policy?

If you require legal advice relating to a motoring issue, our helpline is here to assist.

Significant features and limitations of this section of the policy

- Provision of advice on motoring legal problems
- The cover under this section is only available in England, Wales, Scotland, Northern Ireland and Isle of Man.

Detailed Policy Wording

This details the full policy wording for each section of your Motor Legal Protection Policy.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this Motor Legal Protection Policy:

ACM	Means ACM ULR Limited, whose role is to administer this policy.
Alternative Hire Vehicle	Means a vehicle provided to the Insured under a credit hire agreement.
Claim	Means a civil claim for damages for any Uninsured Loss arising out of an Insured Event .
Conditional Fee Agreement / Damages Based Agreement	An agreement between You and the Solicitor which sets out the terms under which the Solicitor will charge You for their own fees.
Court	Means a court or tribunal in the United Kingdom (excluding the Isle of Man and the Channel Islands) where the Litigation is proceeding.
Insured	The person, firm or company to whom this policy has been issued and who has paid the premium.
Insured Event	Means a road traffic accident arising from the negligence of a Third Party .
Insured Liability	Your legal obligation to pay Third Party Costs, Own Solicitor's Costs and Own Disbursements which We have agreed to provide cover for up to the Limit of Indemnity .
Insured Vehicle	The motor car, motorcycle or commercial vehicle specified in the underlying policy of motor insurance taken out by the Insured , including any caravan, sidecar or trailer properly constructed to be towed by such a vehicle and attached to it by normal means.
Legal Costs and Expenses	Solicitor's costs and expenses incurred in defending the legal rights of the Insured .
Limit of Indemnity	Is the maximum sum that the Underwriter will pay in total in respect of Your Insured Liability under Section 1 of this Motor Legal Protection Policy in relation to the Litigation subject always to the maximum amount of £100,000 and the maximum sum that We will pay under Section 2 of this Motor Legal Protection Policy for any liability the Insured has for credit repair and/or credit hire services provided to the Insured in relation to the Insured Event where the costs incurred in providing such services are unrecoverable from the Third Party but subject always to the maximum amount of £10,000.
Litigation	All work reasonably undertaken by the Solicitor to pursue Your Claim and work to have been undertaken with the approval of the Underwriter and subject to the jurisdiction of the Court .
Motor Vehicle Insurance Policy	Means the vehicle insurance policy issued to the Insured in compliance with the Road Traffic Act.
Order	Means an order made by the Court in connection with the Litigation .

Own Disbursements	Means Your liability for the following, reasonably and proportionally incurred, expenses for: Medical records, DVLA search fees, police accident report, experts reports, court fees, witness expenses and such other fees required for the proper advancement of the Litigation as We agree.
Own Solicitor's Costs	The reasonable and proportionate but irrecoverable costs incurred by the Solicitor on a standard basis which You have to pay but excluding any percentage uplift applied to those costs under any Conditional Fee Agreement or any fee charged based on a percentage of the damages You recover under a Damages Based Agreement .
Period of Insurance	Means the period during which the Motor Vehicle Insurance Policy is in force.
Prospects of Success	The reasonable prospects, which are considered to be a 51% or better, of making a successful recovery from the Third Party and where Your Claim outweighs Your Own Solicitor's Costs and Your Own Disbursements of pursuing the Claim .
Solicitor	The appropriately qualified lawyer or legal representative appointed to act on behalf of You .
Special Territorial Limits	Means England, Wales, Scotland, Northern Ireland and Isle of Man.
Territorial Limits.	Means countries in the EU, EEA, Andorra, Isle of Man, Channel Islands and Switzerland.
Third Party	Means the other person and/or party responsible for the Insured Event , excluding You .
Third Party Costs	Third Party legal fees, disbursements and expenses which You are ordered to pay by a Court or which, with Our approval, You : a) Agree to pay; or b) Become liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or c) Become liable to pay as a result of rejecting a Part 36 offer but then going on to recover less than the offer, provided that such rejection was in accordance with the advice of Your Solicitor and agreed by Us ; or d) Become liable to pay by discontinuing the Litigation under Part 38 of the Civil Procedure Rules.
Underwriter	AmTrust Europe Limited, who underwrites Section 1 and Section 3 of this Motor Legal Protection Policy.
Uninsured Loss	Means any loss sustained by You arising out of an Insured Event where such loss is recoverable from the insurers of the Third Party .
We, Us, Our	Means ACM and/or the Underwriter where appropriate.
You / Your	The Insured and any authorised driver of or passenger carried in or on the Insured Vehicle , or their legal representatives in the event of death.

Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the policy commencement date.

Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

The headings in this policy are for reference only and shall not be considered when determining the meaning of this policy.

Section 1 - Uninsured Loss Recovery

This section is underwritten by AmTrust Europe Ltd and administered by ACM ULR Limited.

1. What is Covered

- 1.1 The **Underwriter** will indemnify **You** against **Your Insured Liability** for any **Claim** against a **Third Party** arising from or out of:
 - Uninsured Loss – Any financial losses **You** suffer as a result of an **Insured Event** and which **You** are not insured for under any other policy of insurance.
 - Personal Injury - **Your** death or personal injury suffered as a result of an **Insured Event**.
- 1.2 The **Underwriter** will indemnify **You** against **Your Insured Liability** in relation to the above, subject to:
 - The **Insured Event** taking place within the **Territorial Limits** and within the **Period of Insurance**;
 - The **Litigation** having **Prospects of Success**;
 - The maximum sum **We** pay not exceeding the **Limit of Indemnity**; and
 - The terms and conditions of this policy.

2. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

- 2.1 Any **Third Party Costs**, **Own Solicitor's Costs** and **Own Disbursements** incurred prior to **Our** confirmation of indemnity being granted to **You** under this policy.
- 2.2 Any appeal against any **Order** made in the **Litigation**.
- 2.3 **Own Solicitor's Costs** to the extent that the hourly rate of a solicitor chosen by **You** exceeds the rates set out in **Our** Non-panel Solicitor Terms and Conditions.
- 2.4 Any **Claim** where the **Third Party** cannot be traced or does not hold valid motor insurance at the time of the accident.
- 2.5 Any **Claim** not reported to **Us** within 180 days of the occurrence of the **Insured Event**.
- 2.6 Any **Claim** or counter claims made against **You** by the **Third Party**.
- 2.7 Any legal proceedings dealt with by a court or other body, outside the United Kingdom and/or to which **We** have not agreed.

3. General Conditions

Conduct of the Litigation

- 3.1 **We** can attempt to settle **Your Claim** arising from the **Insured Event** prior to the appointment of a **Solicitor** or the start of **Litigation**.
- 3.2 **We** can take over conduct of the **Litigation** at any time in **Your** name.
- 3.3 **We** can issue **Court** proceedings for the **Underwriter's** benefit in **Your** name to recover any payments **We** or the **Underwriter** have made under this policy.
- 3.4 **We** may at **Our** discretion discharge all liabilities to **You** by paying a sum equal to the losses claimed subject always to such sum not exceeding the **Limit of Indemnity**.
- 3.5 Where proceedings are to be commenced in respect of an **Insured Event** occurring within the **Territorial Limits** and outside of the United Kingdom, the **Solicitor** shall initiate proceedings within the courts of the United Kingdom only.

Your Obligations

- 3.6 **You** must report all **Claims** to **Us** without delay and not later than 180 days after the **Insured Event**.
- 3.7 For **Claims** being decided by a **Court** in England and Wales, **You** will be required to enter into a **Conditional Fee Agreement** with the **Solicitor** under which if **You** lose **Your Claim** **You** will not be required to pay their fees, provided **You** have complied with the terms and conditions of the **Conditional Fee Agreement**.

- 3.8 The **Litigation** must be conducted in a manner such that **Your Insured Liability** is reasonable and proportionate to **Your Claim**.
- 3.9 **You** must co-operate with **Us** at all times and forward any communications received in connection with an **Insured Event** to **Us** without delay and supply **Us** with any information **We** require.
- 3.10 **You** must co-operate with the **Solicitor** including giving such instructions as **We** require and keep the **Solicitor** and **Us** fully informed of any developments or material changes in circumstances that may affect the progress or settlement of the **Litigation**.
- 3.11 **You** must advise **Us** immediately of any offers of payments to settle the **Litigation**.
- 3.12 **You** must not accept any offer of payment or enter into settlement negotiations without **Our** express agreement.
- 3.13 **You** must co-operate fully with **Us** to assist **Us** to recover any payments **We** have made on **Your** behalf in respect of **Your Insured Liability**.
- 3.14 **You** must adhere to the terms and conditions of this policy at all times. If **You** make any **Claim** under this policy which is fraudulent or false or where there is collusion between **You** and the **Third Party** or any witness this policy shall be declared void and shall no longer apply.
- 3.15 **You** must not act dishonestly, exaggerate or otherwise attempt to mislead **Us**, **Your Solicitor** or anyone else in relation to **Your Claim** and if **You** do so then this policy shall be declared void and shall no longer apply.

4. Representation

- 4.1 **We** have the right to make investigations into the case.
- 4.2 Where appropriate **We** will pass the **Claim** to a **Solicitor** to be dealt with. They will be instructed in **Your** name and may negotiate and settle the **Claim** for losses arising from the **Insured Event** on **Your** behalf.
- 4.3 Where **Court** proceedings are necessary or where it is otherwise required, the legal representative will be a solicitor chosen by **Us**. If **You** wish to appoint **Your** own solicitor **You** must notify **Us** in writing and provide details of the firm and the individual solicitor at that firm that **You** intend to instruct. **We** will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign **Our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the costs of any **Litigation**.
- 4.4 Once **Your** chosen solicitor has signed **Our** Non-panel Solicitor Terms and Conditions, they will become the **Solicitor** subject to the terms and conditions of this policy and **Our** Non-panel Solicitor Terms and Conditions. **You** must not change the **Solicitor** without **Our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **Your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

5. Terms applicable to Own Solicitors Costs and Own Disbursements

- 5.1 **We** shall only be liable to pay **Own Solicitor's Costs** and **Own Disbursements** after the conclusion of the **Litigation**.
- 5.2 **We** shall only be liable to pay **Own Solicitor's Costs** and **Own Disbursements** to the extent that **You** do not recover **Own Solicitor's Costs** and **Own Disbursements** from the **Third Party** following a detailed or summary assessment or as part of any settlement which is attributed by the settlement agreement or **Order** as to **Own Solicitor's Costs** and **Own Disbursements**.
- 5.3 Any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** is subject to the following conditions:
 - It is necessary to incur **Own Solicitor's Costs** and **Own Disbursements** in order to proceed with **Your** case and the costs are reasonable and proportionate in amount;

- Where **Own Solicitor's Costs** and **Own Disbursements** represent payment for the work of others (such as, but not limited to, expert witnesses), the work is monitored by **Your Solicitor** as it is carried out in order to ensure that it is necessary to proceed with the case and the costs are reasonable and proportionate in amount;
- **You** will repay any **Insured Liability** for **Own Solicitor's Costs** and **Own Disbursements** if **We** pay them and they are subsequently recovered by **You** from the **Third Party**;
- **We** shall not be liable to indemnify **You** for VAT on any **Insured Liability** if and to the extent that the VAT can be recovered;
- **You** will not be entitled to indemnity if, without the **Underwriter's** approval, **You** conclude a settlement with the **Third Party** or discontinue the **Litigation** on terms which preclude **Your** recovery of **Own Solicitor's Costs** and **Own Disbursements**; and
- In the event of **You** appointing **Your** own solicitor **We** will only be liable to pay **Own Solicitors Costs** at the rate set out in **Our** Non-panel Solicitor Terms and Conditions. If the chosen solicitor charges an hourly rate in excess of the rate set out in **Our** Non-panel Solicitor Terms and Conditions **You** will be solely responsible for the shortfall.

6. Dual insurance

- 6.1 If **You** have another policy of legal expenses insurance that provides cover for **Your Claim** and **Litigation**, **We** will only cover **Our** proportionate share of the **Claim** and **Litigation** assuming that the other policy of legal expenses insurance had paid out in full.

7. Disputes

- 7.1 If **We** do not initially think there is a reasonable **Prospect of Success**, **We** will, at **Your** request, pay for **Your Claim** to be reviewed by **Us**, for a period of up to 3 hours to reassess the **Prospects of Success**.
- 7.2 Any dispute between **You** and **Us** in relation to **Your Claim** and/or **Litigation**, that has not been resolved as part of the complaints procedure within the Customer Satisfaction section, shall be referred to a single arbitrator who shall be a barrister mutually agreed upon by **You** and **Us** or, failing agreement, appointed by the Bar Council. The arbitration shall take place in London and shall take the form of written and/or oral submissions (at the discretion of the arbitrator). The decision of the arbitrator shall be final and binding. The arbitrator shall have the power to award costs (including his fee for conducting the arbitration) and any costs payable by **You** shall not be recoverable under this policy.

Section 2 – Replacement Vehicle and Vehicle Repair

This section is administered by ACM ULR Limited.

1. What is Covered

- 1.1 In addition to the cover provided by this policy, if the damage to the **Insured Vehicle** occurs within the **Special Territorial Limits**, **We** may be able to offer the following additional services, independently from this policy:
- **We** 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 wilful 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 wilful 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.

2. General Conditions

- 2.1 **You** must report the damage to the **Insured Vehicle** to **Us** within 14 days of the incident.

- 2.2 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 **ACM** on request.
- 2.3 **You** must provide any assistance required by **ACM** 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 **ACM** or any such representative to take proceedings in **Your** name and/or assigning any rights against any such **Third Party** to **ACM** or its representative.
- 2.4 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.
- 2.5 **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.
- 2.6 **You** must provide valid credit or debit card details before an **Alternative Hire Vehicle** will be provided.
- 2.7 **You** will be responsible for any fuel costs, fares, fines and fees.
- 2.8 **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.
- 2.9 **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.
- 2.10 No **Alternative Hire Vehicle** may be used outside the **Special Territorial Limits**.
- 2.11 **You** will 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**.

3. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

Services will not be provided under this Section 2 in any case where:-

- 3.1 the damage to the **Insured Vehicle** took place prior to the **Period of Insurance**.

Section 3 – Motor Prosecution Defence

This section is underwritten by AmTrust Europe Ltd and administered by ACM ULR Limited.

1. What is Covered

- 1.1 **We** will pay up to £1,500 in defending the legal rights of the **Insured** including an appeal against conviction or sentence after an event where the **Insured** receives a summons, a requisition for prosecution, or is charged and required to go to court which arises as a result of the **Insured** using the **Insured Vehicle** where:-
 - The **Insured** is facing suspension or disqualification of their driving licence; and
 - The representative of the **Insured** considers that there are reasonable prospects of avoiding that outcome; and
 - The **Insured Vehicle** was being used within the **Special Territorial Limits**.

2. What is not Covered

In addition to the points listed below, please read paragraph 2 'What is not Covered' of the General Terms and Conditions.

- 2.1 If **We** consider that there is no realistic prospect of a disqualification or suspension, or of avoiding a disqualification or suspension.

- 2.2 Any **Legal Costs and Expenses** covered by **Your Motor Vehicle Insurance Policy**.
- 2.3 If **You** fail to provide **Us** with reasonable notice of a prosecution and **We** or **Your Solicitor** is unable to prepare in advance of any hearing.
- 2.4 If **We** have not agreed to the **Legal Costs and Expenses** involved in **Your** claim.
- 2.5 Prosecutions arising from or relating to any deliberate act of criminal damage, aggression or assault against another party by **You**.
- 2.6 Any fines, penalties, court costs, prosecution costs, victim surcharges or compensation awarded against **You** by a criminal court.
- 2.7 Any offences which are brought against **You** and for which **You** are alleged to be under the influence of alcohol and/or drugs, or any offences which are associated with or related to an alcohol and/or drugs offence.

3. General Conditions

- 3.1 **You** must co-operate with **Us** at all times and forward any communications received in connection with **Your** prosecution without delay and supply **Us** with any information **We** require.
- 3.2 **You** must co-operate with the **Solicitor** including giving such instructions as **We** require and keep the **Solicitor** and **Us** fully informed of any developments or material changes in circumstances.
- 3.3 **You** must not attempt to exaggerate or mislead **Us**, **Your Solicitor** or anyone else in relation to **Your** prosecution, otherwise this policy shall be declared void and no longer apply.

4. Representation

- 4.1 **We** have the right to make investigations into the case.
- 4.2 Where appropriate **We** will appoint a **Solicitor** to act on **Your** behalf.
- 4.3 If **You** wish to appoint **Your** own solicitor **You** must notify **Us** in writing and provide details of the firm and the individual solicitor at that firm that **You** intend to instruct. **We** will make contact with the individual solicitor to obtain written confirmation of their qualifications and expertise. The solicitor must sign **Our** Non-panel Solicitor Terms and Conditions and they will be under a duty to minimise the **Legal Costs and Expenses**.
- 4.4 Once **Your** chosen solicitor has signed **Our** Non-panel Solicitor Terms and Conditions, they will become the **Solicitor** subject to the terms and conditions of this policy and **Our** Non-panel Solicitor Terms and Conditions. **You** must not change the **Solicitor** without **Our** prior written consent, such consent not to be unreasonably withheld. This condition is subject to **Your** rights under regulation 6 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable.

Section 4 – Motor Legal Helpline

This section is administered by ACM ULR Limited.

1. What is Covered

- 1.1 If the **Insured** requires legal advice relating to a motoring issue, **Our** helpline is here to assist. This will cover advice relating to motoring legal problems arising within the **Special Territorial Limits**.

General Terms and Conditions Applicable to Sections 1, 2, 3 and 4

1. How to make a claim

- 1.1 Please contact your insurance broker to make a claim under any of the 4 sections of this Motor Legal Protection Policy.

2. What is not Covered

In addition to the items listed in Sections 1, 2, 3 and 4, the following are also not covered under this policy:

- 2.1 Any **Claim** or service offered by this policy arising out of or relating to any deliberate criminal act or omission committed by **You**, or fines and penalties imposed by a criminal court.
- 2.2 Any **Claim** or service offered by this policy where the **Insured** does not hold a valid motor insurance policy and/or where the motor insurers are entitled to avoid cover under the **Motor Vehicle Insurance Policy**.
- 2.3 Any **Claim** or service offered by this policy where the **Insured** has not paid the premium.
- 2.4 Any **Claim** or service offered by this policy occurring from use of the **Insured Vehicle** for motor racing, rallies, speed trials or competitions of any kind.
- 2.5 Any **Claim** or service offered by this policy where the **Insured Vehicle** is found to be in an unroadworthy condition or does not have a valid road fund licence or valid MOT certificate at the time of the **Insured Event**.
- 2.6 Any **Claim** or service offered by this policy that is made by the driver of the **Insured Vehicle** where the driver does not have a valid driving licence.
- 2.7 Any **Claim** or service offered arising from:-
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component of it;
 - Riot, civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under any government or public or local authority;
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
 - The failure of any device to recognise, interpret or process any date as its true calendar date.

3. Cancellation

- 3.1 This policy will automatically be cancelled in the event that the underlying **Motor Vehicle Insurance Policy**, in connection with which it is arranged, is cancelled or avoided at any time.

Where You cancel Your policy

- 3.2 **You** may cancel this policy at any time by contacting **Your** insurance broker. For further details including cancellation fees and any refund of premium due, please read the cancellation sections in **Your Motor Vehicle Insurance Policy**.

Where We cancel Your policy

- 3.3 **We** may cancel this policy at any time provided that **We** give **You** 30 days notice. **We** will only cancel this policy if there are serious grounds to do so such as serious breaches of the terms and conditions of this policy, if **We** reasonably suspect fraud or the misrepresentation of **Your Claim**, if **You** act in an abusive or threatening manner to **Our** staff or if **You** fail to respond to **Our** requests for additional information.

For further details including cancellation fees and any refund of premium due, please read the cancellation sections in **Your Motor Vehicle Insurance Policy**.

4. Subrogation

- 4.1 If **We** make a payment under this policy, **We** will be subrogated to any and all of **Your** rights in connection with such payment. **You** also agree to give **Us** as much assistance as **We** may reasonably require in relation to the exercise by **Us** of **Our** subrogated rights.

5. **Contracts (Rights of Third Parties) Act 1999**

- 5.1 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.

6. **Dishonest and fraudulent claims**

- 6.1 If the **Court** makes a finding of fraud this policy shall be cancelled from the outset and all rights that **You** have under this policy shall be forfeited. **We** shall be entitled to recover any payments **We** have previously made.

7. **Assignment**

- 7.1 **You** may not assign **Your** rights under this policy without **Our** prior written consent.

8. **Governing law**

- 8.1 **We** and **You** agree that this policy shall be construed in accordance with the laws of England and Wales, unless otherwise agreed.

9. **Change of Law**

- 9.1 **We** reserve the right to amend this policy or any part thereof to ensure compliance with any new law affecting or applicable to the subject matter of this policy that may, from time to time come into force.

10. **Customer Satisfaction**

- 10.1 Any enquiry or complaint regarding this policy may be addressed to: the Customer Relations Department, ACM ULR Limited, Fusion House, Bretton Way, Bretton, Peterborough, PE3 8BG.

If **You** are not satisfied with the way the complaint has been dealt with **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Tel: Landlines 0800 023 4567 Mobiles 0300 123 9123. Email: complaint.info@financial-ombudsman.org.uk

The complaints procedure above does not affect any legal rights **You** may have.

10.2 Financial Services Compensation Scheme

AmTrust Europe Limited, who underwrites Section 1 and Section 3 of this policy, is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the FSCS on their website at www.fscs.org.uk or by contacting them on 0207 741 4100.

Arranged by A-Plan Holdings. Registered No. 00750484 Registered office: 2 Des Roches Square, Witney, OX28 4LE. Authorised and regulated by the Financial Conduct Authority, Register number 310164.

ACM is a trading name of ACM ULR Limited Registered No. 3832599. Registered office: Pegasus House, Bakewell Road, Orton Southgate, Peterborough, PE2 6YS. Authorised and regulated by the Financial Conduct Authority, Financial Services Number 306408 and regulated by the Claims Management Regulator in respect of regulated claims management activities.

AmTrust Europe Limited Registered No. 1229676. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Number 202189. **You** can check the above details on the Financial Services Register by visiting the FCA website www.fca.org.uk or by contacting the FCA on 0800 111 6768

11. **Data Protection & Privacy Statements**

11.1 **Data Transfer Consent**

By purchasing this insurance policy, **You** have consented to the use of **Your** data as described below.

11.2 Data Protection Policy

We are committed to protecting **Your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these Terms and Conditions.

11.3 Sensitive Information

Some of the personal information **We** ask **You** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your** policy documents.

11.4 How We use and protect Your information and who We share it with

We will use **Your** information to manage **Your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

Your information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. **We** may use and share **Your** information with other members of the AmTrust group companies (The Group). **We** will provide an adequate level of protection to **Your** data.

We do not disclose **Your** information to anyone outside The Group except:

- Where **We** have **Your** permission
- Where **We** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **Us** or **You**
- Where **We** may transfer rights and obligations under this agreement.

We may transfer **Your** information to other countries and jurisdictions on the basis that anyone to whom **We** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

11.5 Your Rights

Under the Data Protection Act 1998 **You** have certain rights regarding access to **Your** information. **You** have the right to see a copy of the personal information **We** hold about **You**, if **You** believe that any of the information **We** are holding is incorrect or incomplete, please let **Us** know as soon as possible. To provide a copy of the information **We** may ask **You** for a small fee.

11.6 Marketing

AmTrust Europe will not use **Your** data for marketing purposes. All information provided is used to manage **Your** insurance policy only.

