

# Your Insurance by smart Legal Assistance Policy

This policy is administered by Auxillis Limited who are authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

Managed on behalf of AmTrust Europe Limited by Arc Legal Assistance Ltd, authorised and regulated by the Financial Conduct Authority. Arc Legal Assistance Ltd.'s Firm Reference Number is 305958. The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE.

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 and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

## Definitions

Each of the words or phrases listed below in **bold** will have the same meaning wherever they appear in the **Policy**:

**Appointed Agents** means Auxillis Limited which will act on behalf of Arc Legal Assistance Limited who manage this **Policy** for the **Underwriter** in connection with the **Policy** and its administration and may monitor and record calls for the purposes of training and the prevention of crime and will, where the context so admits, include its subsidiary and associated companies including any holding companies of them.

**Appointed Legal Representative** means the solicitor or other appropriately qualified person or entity that **We** approve, appointed under the terms and conditions of this section of the **Policy** to act for the **Insured Person**.

**Claim** means a civil claim for damages for **Uninsured Loss** or personal injury arising out of an **Insured Incident**;

**Costs** means **Opponents Costs**, **Own Costs** and **Own Disbursements**.

**Insured Incident** means 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 by time. The incident must involve **Your Vehicle**, an **Insured Person** and have occurred within the **Territorial Limits** applicable to this **Policy** and during the **Period of Insurance**.

**Insured Person** means **You** and any person authorised to drive **Your Vehicle** under **Your Motor Insurance policy**. Cover extends to any authorised passenger in or on **Your Vehicle** who is claiming under this **Policy** with **Your** consent, or **Your** or their legal representative in the event of death.

**Legal Action** means either the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the **Insured Vehicle**; the defence of criminal motoring prosecutions in relation to the **Insured Vehicle**, or the defence of civil legal cases and criminal prosecutions in relation to Vehicle Cloning.

**Legal Proceedings** means all work necessary regarding a **Claim** with the approval of the **Underwriters**, subject to the jurisdiction of courts within the United Kingdom, the Isle of Man or the Channel Islands. Appeals from such hearings are also included if **We** are notified by the **Insured Person** of their wish to appeal at least five working days before the deadline for giving notice of appeal expires and **Our** written consent is given. **We** must also consider the appeal to have **Prospects of Success**.

**Limit of Indemnity** this is the total amount of cover under this **Policy** and means the maximum sum of £100,000 in relation to **Uninsured Loss** recovery & personal injury that the **Underwriters** will pay for any one **Claim** or in the aggregate of any one **Period of Insurance**, in respect of **Costs**, incurred in relation to the **Legal Proceedings** occurring in the **Period of Insurance**.

**Insurance by smart** means the insurance intermediary who are authorised to sell this **Policy** to the **Policyholder** on **Our** behalf.

**Motor Insurance Policy** means the policy of insurance arranged through **Insurance by smart** and issued to **You** in compliance with the Road Traffic Act valid at the time of the **Insured Incident**.

**Opponent's Costs** means a **Third Party's** legal fees, disbursements and expenses which an **Insured Person** is ordered to pay by a court or which, with **Our** approval, an **Insured Person**:

1. agrees to pay;
2. becomes liable to pay by making or accepting an offer under Part 36 of the Civil Procedure Rules; or
3. becomes liable to pay by discontinuing the **Claim** under Part 38 of the Civil Procedure Rules.

**Own Costs** means the reasonable and proportionate but irrecoverable costs incurred by the **Appointed Legal Representative** (and which in the case of civil proceedings) would be allowed on a detailed assessment of costs between parties on a standard basis which an **Insured Person** has 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 the **Insured Person** recovers under a damages based agreement.

**Own Disbursements** means an **Insured Person's** liability for the following, reasonably and proportionally incurred, expenses:

1. DVLA search fees;
2. police accident report;
3. experts reports;
4. court fees;
5. witness expenses; and
6. such other fees required for the proper advancement of the **Claim as We** agree.

**Period of Insurance** means **The Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

**Policy** in this context means this Insurance by smart Legal Assistance Policy.

**Policyholder** means the person to whom the **Motor Insurance Policy** has been issued.

**Premium** means a payment which needs to be paid to **Insurance by smart** by **You** to get the benefit of this **Policy**.

**Prospects of Success** means that an **Insured Person** has a 51% or better chance of receiving an award of compensation which (after taking into account the likely contribution to be received from a third party to an **Insured Person's Own Costs** and **Own Disbursements**) is more than the **Own Costs** and **Own Disbursements** of pursuing the **Claim** and which exceeds any settlement offers an **Insured Person** receives.

**Territorial Limits** in this **Policy** means Great Britain, Northern Ireland, Isle of Man, Channel Islands, any other country which is a member of the European Union, Norway, Switzerland, Iceland, Andorra and Liechtenstein in relation to **Uninsured Loss** recovery and personal injury.

**Third Party** means the other person(s) and/or party(s) responsible for the **Insured Incident**, excluding an **Insured Person**;

**Underwriters** means AmTrust Europe Limited, managed on their behalf by Arc Legal Assistance Limited.

**Uninsured Loss** means any loss, including injury, compensation or expenses or costs that are directly caused by the **Insured Incident** which led to an **Insured Person's Claim**, unless specifically excluded in **Your Motor Insurance Policy**, and which are not covered by **Your** underlying **Motor Insurance Policy**.

**We, Us, Our** means Auxillis Limited or Arc Legal Assistance Limited acting on behalf of the **Underwriters**.

**You, Your** means the **Policyholder**.

**Your Vehicle** has the same definition as that shown on page 8 of **Your Motor Insurance Policy** wording.

# 1. Cover

## Uninsured Loss Recovery & Personal Injury

### What is insured

**You** are covered for **Costs** to pursue an **Uninsured Loss** or personal injury claim arising from a road traffic accident whilst **You** are in, boarding or alighting **Your Vehicle** against those whose negligence has caused **Your Uninsured Loss**.

If the **Claim** is going to be decided by a court in England or Wales and the personal injury damages **You** are claiming are above the small claims court limit, the **Appointed Legal Representative** must enter into a conditional fee agreement which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Claim** in full or in part.

### What is not insured

Claims relating to:

- an agreement **You** have entered into with another person or organisation.
- stress, psychological or emotional injury unless it arises from **You** suffering physical injury.

## Motor Prosecution Defence

### What is insured

Costs to defend the prosecution of a motoring offence, arising from **Your** use of the **Insured Vehicle**. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.

### What is not insured

Claims;

- For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- For **Own Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences for which **You** do not get penalty points on **Your** licence.
- For motoring prosecutions where **Your** motor insurers have agreed to provide **Your** legal defence.

## Motor Contract Dispute What

### is insured

**You** are covered for **Costs** to pursue or defend a **Claim** relating to a dispute over a contract for the sale or purchase of goods or services relating to the **Insured Vehicle** including the **Insured Vehicle** itself, provided **Costs** do not exceed the amount claimed.

### What is not insured

Claims;

- Where the contract was entered into before **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

## **Vehicle Cloning What is insured**

**You** are covered for **Costs** to defend a **Claim** arising from use of the **Insured Vehicle's** identity by another person or organisation without **Your** permission.

## **What is not insured**

Claims:

- Where the **Insured Vehicle's** identity has been copied by somebody living with **You**.
- Where **You** did not act to take action to prevent **Yourself** from further instances of vehicle cloning following an **Insured Incident**.
- For any losses (other than **Costs**) incurred by **You** as a result of the **Insured Vehicle's** identity being copied without **Your** permission.

## **Helplines**

By calling the numbers below **you** may obtain general advice about a number of legal, lifestyle, counselling and health and medical matters. The helplines are open 24 hours a day, 365 days a year.

### **Legal Helpline**

**You** can use the helpline service to discuss any problem occurring under this **Policy** within the United Kingdom, the Channel Islands and the Isle of Man. Simply telephone 0333 005 0349 and quote "AAML16".

### **Lifestyle Counselling Helpline**

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists can provide advice, support and assistance that may help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing. Counsellors and information specialists are also trained to help **You** with practical problems like debt or legal matters. **You** can access the Lifestyle Counselling Helpline on 0344 770 1036 and quote "AAML16".

### **Health and Medical Information Service**

This telephone service provides information on general health issues and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support. Simply telephone 0344 770 1036 and quote "AAML16".

## 2. Exclusions

The **Underwriters** will not cover the **Insured Person** in respect of:

1. **Own Costs, Own Disbursements** and **Opponent's Costs** incurred as a result of **Legal Proceedings** arising out of an **Insured Incident** which occurred outside the **Period of Insurance**
2. Events which may give rise to a **Claim** which have not been reported to **Us** within 180 days of their occurrence.
3. **Own Costs** and **Own Disbursements** including costs of appeals which are incurred without **Our** written consent and agreement and in any event all such **Own Costs** and **Own Disbursements** incurred prior to notification of the relevant **Claim** to **Us**.
4. **Opponent's Costs**, expenses, fines, penalties or other payments the **Insured Person** is ordered to pay by a Court of criminal jurisdiction.
5. **Claims** arising out of the use of **Your Vehicle** by the **Insured Person** for racing, rallies, trials or competitions of any kind.
6. **Claims** arising out of an **Insured Incident** caused by the **Insured Person's** deliberate act or omission.
7. **Claims** arising out of an **Insured Incident** that **We** find to **Our** satisfaction to be of a fraudulent nature, or where the **Insured Person** has deliberately or recklessly misled **Us** or the **Appointed Legal Representative** as to the circumstances of the accident.
8. Any **Claim** where, when in control of **Your Vehicle**, the **Insured Person** did not have possession of both a valid driving licence and certificate of insurance.
9. Any **Claim** where **Your Vehicle** was not in a roadworthy condition or did not have a valid MOT Certificate, or **You** did not procure valid vehicle tax where applicable.
10. The defence of any claim or legal proceedings made or brought against the **Insured Person** in relation to **Claims** for **Uninsured Loss** recovery & personal injury.
11. Any **Claim** or **Legal Proceedings** made, commenced or brought by the **Insured Person** outside of the **Territorial Limits** applicable to this policy.

12. Claims made between the **Policyholder** and **Insured Persons** or between other **Insured Persons**.
13. **Own Costs, Own Disbursements** and **Opponent's Costs** incurred in respect of a **Claim** where **Your** motor insurer cancels the **Motor Insurance Policy** or otherwise refuses to become involved in the **Insured Incident**.
14. Claims where the **Insured Person**:
  - (a) Takes action without first obtaining **Our** consent or;
  - (b) Causes delay or fails to respond to requests for assistance from **Us** or the **Appointed Legal Representative**.
15. **Claims** arising from:
  - (a) Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - (b) Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
  - (c) Riot, civil commotion, war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or use of power or confiscation, nationalisation, requisition, destruction or damage to property by or under the order of any government.
16. Any **Claim** where **We** or the **Appointed Legal Representative** deem there are no **Prospects of Success**.
17. **Claims** for damage to any property or any related loss, expense or costs that are indirectly caused by the **Insured Incident** which led to a **Claim**.
18. Any **Claim** arising from the **theft** or attempted **theft** of **Your Vehicle**.
19. Any undertaking the **Insured Person** gives to the **Appointed Legal Representative**, or which the **Insured Person** or the **Appointed Legal Representative** gives to any person about payment of fees or expenses unless **We** have given prior written authority.
20. Any costs or liability **You** incur or an **Insured Person** incurs for any services supplied to **You** or an **Insured Person**.

### 3. Conditions

#### 1. Compliance And Precautions

The **Insured Person** must comply with all of the terms and conditions of this **Policy** and take all reasonable precautions to minimise **Own Costs, Own Disbursements** and **Opponent's Costs** and attempt to prevent any event, which may cause a **Claim** under this **Policy**.

#### 2. Reporting a Claim

**You** must promptly, and in any event within 180 days of it occurring, report to **Us** any incident which may give rise to a **Claim** under this **Policy** by telephoning the claims helpline on 0344 571 2717.

In each case **You** will need to confirm **You** are insured with **Insurance by smart** and provide **Your Motor Insurance Policy number, Your Vehicle's** registration number, date of the incident giving rise to a **Claim** and any supporting details/information required to deal with the **Claim**. The **Insured Person** must complete any forms requested.

#### 3. Proportionality

**We** will only pay **Own Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action. Own Costs** in excess of the amount that **You** are able to claim from **Your** opponent will not be covered.

#### 4. Acceptance of a Claim

Where **We** accept that a **Claim** has **Prospects of Success, We** will notify the **Insured Person** or **Insurance by smart** in writing as soon as practicable.

#### 5. Representation

- (a) **We** have the right to make investigations into every matter that is or might be an **Insured Incident**.
- (b) **We** have the right to negotiate and settle civil proceedings relating to the **Claim**, in the **Insured Person's** name, before an **Appointed Legal Representative** is instructed.
- (c) Where appropriate **We** will pass the **Claim** to an **Appointed Legal Representative** to be dealt with. They will be instructed in the name of the **Insured Person** and may negotiate and settle civil proceedings relating to the **Claim** on their behalf.



- (d) Except where **Legal Proceedings** need to be issued or undertaken or there is a conflict of interest, the **Appointed Legal Representative** will be chosen by **Us**. If the **Insured Person** wishes to appoint their own solicitor, **We** will only accept that appointment if the request is made in writing to **Us** at Arc Legal Assistance, The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. **We** must be satisfied that the solicitor is able to deal with the case. The solicitor must, in the case of an **Uninsured Loss** recovery & personal injury claim, enter into a Conditional Fee Agreement which waives their own fees if **You** fail to recover the damages that **You** are claiming in the **Claim** in full or in part. In relation to all other **Claims**, they must sign **Our** Non-panel Solicitor Terms and Conditions and have a duty to minimise the costs of any **Claim** and/or **Legal Proceedings**. Once the chosen solicitor has been approved by **Us**, they will become the **Appointed Legal Representative** subject to the terms and conditions of this **Policy**. **Your** right to choose an **Appointed Legal Representative** will only commence when the need arises for proceedings to be issued. **You** must not change the **Appointed Legal Representative** without **Our** prior written consent. This condition is subject to any rights of the Insured under regulation 8 of the Insurance Companies (Legal Expenses Insurance) Regulations 1990, where applicable. Any dispute arising from the **Insured Person's** choice may be referred to arbitration as set out in **Clause 15**.

## 6. Control of the Claim

- (a) The **Insured Person** must co-operate fully with the **Appointed Legal Representative** and **Us** and in particular, the **Appointed Legal Representative** and **We** must be kept continually and promptly informed of all developments relating to the **Claim** of which the **Insured Person** is aware and must be provided immediately with all information, evidence and documents relating to the **Claim** in their possession.
- (b) The **Insured Person** must allow **Us** direct access to the **Appointed Legal Representative** at all times in relation to any **Claim**.
- (c) The **Insured Person** must instruct the **Appointed Legal Representative** to produce to **Us** immediately any documents, information or advice in their possession. The **Insured Person** must also give the **Appointed Legal Representative** such prompt, proper and reasonable instructions in relation to the **Claim** and the conduct of any litigation, as the **Underwriters** or **We** require. The **Insured Person** must not do anything that will prejudice the **Claim** or the **Legal Proceedings**.
- (d) The **Insured Person** should advise **Us** directly or through their **Appointed Legal Representative** immediately of all offers to settle or payments into court in respect of the **Claim**. No offer of settlement or negotiation can be made without **Our** agreement.
- (e) If the **Insured Person** does not accept the offer or payment into court and **We** and, where applicable, the **Appointed Legal Representative** consider that the outcome of the **Claim** will not be bettered **We** reserve the right to withdraw cover and will not be responsible for any further **Own Costs, Own Disbursements and Opponent's Costs** after the offer or payment into court was made.
- (f) **We** may discharge **Our** liabilities to the **Insured Person** under this **Policy** by paying an amount equal to that claimed subject to the **Limit of Indemnity**.

- g) The **Insured Person** shall take all reasonable steps to keep the costs of the **Claim, any Legal Proceedings and Own Costs, Own Disbursements and Opponent's Costs** to a minimum.
- h) The **Insured Person** must send to **Us** directly or authorise the **Appointed Legal Representative** to send to **Us** all bills, orders or awards for **Own Costs, Own Disbursements and Opponent's Costs** immediately on receiving them and **We** have the right to have these submitted for assessment for the courts or certification by the Law Society.
- i) The **Insured Person** must authorise any **Appointed Legal Representative** to receive any sums by way of **Own Costs and Own Disbursements** recovered from the **Third Party** and to pay the same to **Us** to the extent of the sums covered under this **Policy**. Any sums received directly by the **Insured Person** should similarly be paid over to **Us** to the extent of the sums covered under this **Policy**.
- j) The **Insured Person** must take all action possible to recover any **Costs, charges or fees** the **Underwriters** or **We** may have paid or be liable to pay under this **Policy** and pay any such amounts recovered to **Us**. In any event, upon payment of all sums due for **Own Costs and Own Disbursements** under this **Policy We** can take over and if necessary conduct proceedings in the name of the **Insured Person** to recover such **Own Costs and Own Disbursements** which the **Insured Person** is entitled to receive from the **Third Party**.
- k) **We** can give written notice to the **Insured Person** and the **Appointed Legal Representative** to discontinue cover if during the course of a **Claim We** consider **Prospects of Success** no longer exist.

## 7. Withdrawal

If the **Insured Person** withdraws from a **Claim** or discontinues instructions to an **Appointed Legal Representative** expressly or by omission without the agreement of the **Underwriters** or **Us**, all **Own Costs, Own Disbursements and Opponent's Costs** will become the responsibility of the **Insured Person**. In addition, **We** will be entitled to be reimbursed by the **Insured Person** of all **Own Costs, Own Disbursements and Opponent's Costs** paid or incurred during the course of the **Claim**.

## 8. Communication

All notices and communications from **Us** and the **Underwriters** will be considered to have been sent if sent to the last postal address given to **Us** or **Insurance by smart**.

## 9. Dual Insurance

If at the time of any **Insured Incident** there is any other insurance, which provides cover for the loss, or any part of it **We** will only be responsible for the amount not recoverable under that insurance.

## 10. Compliance and Avoidance of this Policy

**We** have the right to cancel this **Policy** and declare the same null and void:

- (a) in the event of any breach of the terms and conditions of this **Policy**;
- (b) if **You** do not hold a valid **Motor Insurance Policy** at the time of the **Insured Incident** for the vehicle involved;
- (c) if **Your** motor insurers are entitled to avoid or cancel **Your Motor Insurance Policy**.
- (d) if any statements or answers made by **You** to **Insurance by smart, Us** or the **Underwriters** prior to commencement of **Your Motor Insurance Policy** or to **Us** or the **Appointed Legal Representative** by an **Insured Person** during the conduct of the **Claim** and/or **Legal Proceedings** are found to be false, deliberately, or recklessly, misleading or untrue;
- (e) If an **Insured Person** fails to disclose any information relevant to the conduct of the **Claim** (including but not limited to the making, acceptance or rejection of any offers to settle, or discontinue, a **Claim**) or the **Legal Proceedings**;
- (f) if an **Insured Person** makes any type of **claim** for any incident covered under **Your Motor Insurance Policy**, which is fraudulent, misleading or false; or
- (g) the premium is not received for **Your Motor Insurance Policy**.

## 11. Alteration

The **Insured Person** must notify **Us** immediately of any change to the information they have provided, which may or does affect this **Policy**.

## 12. Complaints

If the **Insured Person** wishes to make a complaint about the service provided under this **Policy**, please contact the Quality & Support Department first by calling 0800 953 7122; or write to the Quality & Support Department, Auxillis Limited, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, Co Durham, SR8 2RR

If the **Insured Person** wishes to make a complaint about a claims decision under this **Policy**, please contact Arc Legal Assistance Limited, The Gatehouse, Lodge Park, Lodge Lane, Colchester CO4 5NE. 01206 615000. Email [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

We will contact you within five days of receiving your complaint to inform you of what action we are taking. We will try resolve the problem and give you an answer within four weeks. If it will take us longer than four weeks we will tell you when you can expect an answer.

If **We** have given **Our** final response and **You** are still unhappy, or more than 8 weeks have passed since **We** received the original complaint, **You** may refer **Your** complaint to the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London, E14 9SR. Tel 0800 0 0234 567 or 0300 123 9123. Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or go online [www.fos.org.uk](http://www.fos.org.uk).

### 13. Your Cancellation Rights

You may cancel this **Policy** and receive a full refund if **You** inform **Us** within 14 days of buying the Policy or receiving **Your Policy** documents (whichever is later) as long as no **Claims** have been made. Should **You** cancel outside of the 14 day cancellation period, no refund of **Premium** will be given.

Please contact **Insurance by smart** on the telephone number detailed in **Your Motor Insurance Policy**.

### 14. Cancellation of this Policy by Us

This **Policy** may be cancelled by **Us** in the event of:

- an **Insured Person** making a claim of a fraudulent or false nature. In these circumstances there will be no return of premium;
- **Your Motor Insurance Policy** for **Your Vehicle** being cancelled; or
- **Your** circumstances changing and **You** no longer being able to make a claim.

### 15. Arbitration

In the event of any dispute or difference whatsoever arising out of this **Policy** or any **Legal Action** made there under the matter shall be referred to an arbitrator who shall be either a solicitor or a barrister agreed upon by the **Insured Person** and **Us**. If the **Insured Person** is not the **Policyholder** by claiming under this **Policy** they agree to be a party to any Arbitration under this Clause whether jointly with the **Policyholder** or otherwise and whether as claimant or defendant.

If **We** cannot agree on a arbitrator then the President of the Law Society or the Chairman of the Bar Council or similar legal professional body within the United Kingdom, Isle of Man or Channel Islands will choose one. The appointment and subsequent arbitration shall be binding on both parties.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against the **Insured Person** or **Us**, the arbitrator will decide how the **Insured Person** and **We** will share the costs.

## 16. Governing law & language

This **Policy** shall be governed by and construed in accordance with English Law. All communication is to be conducted in English.

## 17. Whole agreement

This **Policy** contains the entire agreement between **You** and any **Insured Person** claiming under it and the **Underwriters** and the **Appointed Agents** on their behalf and no other representation or warranty by the **Insured Person** or **Us** or their authorised representatives or any third party shall have any contractual effect unless agreed by all parties in writing. Administered by Auxillis Limited which is authorised and regulated by the Financial Conduct Authority (FCA Registration: 312423), Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR.

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## 18. Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Arc Legal Assistance or AmTrust Europe Limited are unable to meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning 0207 741 4100 or 0800 678 1100. The FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## 19. Marketing

Auxillis Limited, Arc Legal Assistance nor Amtrust Europe Limited will use **Your** data for marketing purposes. All information provided is used to manage this **Policy** only.

## 20. Call recording

Auxillis Limited administer this insurance, or Arc Legal Assistance who manage this insurance on behalf of AmTrust Europe Limited may monitor and record calls and may share **Your** information with its associated and subsidiary companies (or the holding company of any of them)

**Text Relay Service:** Should **You** wish to talk to **Us** using a textphone, please call **Us** using the Text Relay service on 18001 followed by 0344 571 2717

# 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.arclegalassistance.co.uk](http://www.arclegalassistance.co.uk) also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

## 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

**We** may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with 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.