

# Touring caravan legal expenses policy book





## Touring caravan legal expenses provides:

- 24/7 legal advice
- Insurance for legal costs for certain types of disputes

## Helpline services

### Legal helpline

**You** can use the helpline service to discuss any legal problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Phone **0344 770 1040** and quote “**Supersure Touring Caravan Legal Expenses**”.

For **Our** joint protection, phone calls may be recorded and/or monitored.

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## Legal Assistance Portal

As well as **Your** Legal Expenses cover, **You** can use **Our** online Legal Assistance Portal. This will give **You**:

- Online legal document templates that can provide **You** with a wide range of legal documents including those that can help **You** with legal problems **You** have under **Your** cover such as consumer or property disputes, as well as general legal template documents such as Will's, Tenancy Agreements etc.
- Access to **Our** 'Advice Tree' - **Our** legal encyclopaedia with guidance pages on areas of law under **Your** cover such as employment disputes or injury claims
- Legal Assistance Helpline Booking Service so that **You** can arrange for one of **Our** legal advisers to call **You**
- Access to **Our** Online Claim System if **You** have spoken to a legal adviser and need to start a claim under **Your** cover
- Access to Online Chat if **You** need to speak to one of **Our** First Response agents for help or advice using any of **Our** services

**You** can find this service by visiting [legalassistanceportal.arclegal.co.uk](https://legalassistanceportal.arclegal.co.uk) where **You** can register **Your** details and use this service.

## Terms of cover

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

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises.

Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than:

**Our Standard Advisers' Costs**; or

- a) The amount recoverable under the Civil Procedure Fixed Recoverable Costs regime whichever is the lower amount.

The insurance covers **Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**



and

- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.



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

## Prospects of success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

## Proportional costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

## Giving the Insurer all the important information

If **You** are a private individual the following applies to **You**:

When the **Insurer** accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information **You** give is not full or is untrue **Your** cover may be affected and the **Insurer** might:

- cancel **Your** policy and refuse to pay any claim or
- not pay the full amount of the claim.

**We** will write to **You** if the **Insurer**:

- is going to cancel **Your** policy; or
- needs to change the terms of **Your** policy; or
- needs **You** to pay more for **Your** insurance.

If **You** realise that information **You** have given is incomplete or untrue, **You** must inform **Us**.

If **You** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **You**:

## Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to the **Insurer** before this policy



starts, each time it renews and when **You** make any changes to the cover.

This means **You** must:

- a) tell **Us** about all the 'material facts' that You know about (or ought to know about).
- b) tell **Us** in a reasonably clear and accessible way.
- c) make sure that everything **You** state as fact is mainly correct and made in good faith.

### What is a Material Fact?

A material fact is information that will influence the Insurers' decision whether or not to insure **You** and, if it does, the terms that will apply.

For the purposes of the duty of fair presentation, **You** are expected to know the following:

- a) If **You** are an individual (such as a sole trader or individual partner):
  - what is known to **You** and anybody who is responsible for arranging this insurance, or
- b) if **You** are not an individual (such as a limited company or partnership):
  - what is known to anybody who is part of **Your** organisation's senior management (this means those people who play significant roles in the making of decisions about how **Your** activities

are to be managed or organised or anybody who is responsible for arranging this insurance).

- what should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (for example by, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.
- if the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

Whether **You** are an individual or not,

- what should reasonably be revealed by a reasonable search of the information available to **You**.



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

### ***Adverse Costs***

Third party legal costs awarded against ***You*** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

### ***Adviser***

***Our*** specialist panel solicitors or their agents appointed by ***Us*** to act for ***You***, or, and subject to ***Our*** agreement, where it is necessary to start court proceedings or a ***Conflict of Interest*** arises, another legal representative nominated by ***You***.

### ***Advisers' Costs***

Legal fees and disbursements incurred by the ***Adviser***.

### ***Caravan***

The caravan insured under this policy to which this cover attaches.

### ***Conditional Fee Agreement***

An agreement between ***You*** and the ***Adviser*** or between ***Us*** and the ***Adviser*** which sets out the terms under which the ***Adviser*** will charge ***You*** or ***Us*** for their own fees.

### ***Conflict of Interest***

Situations where ***We*** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### ***Costs***

***Standard Advisers' Costs*** and ***Adverse Costs***.

### ***Data Protection Legislation***

The relevant ***Data Protection Legislation*** in force within the ***Territorial Limits*** where this cover applies at the time of the ***Insured Event***

### ***Identity Fraud***

A person or group of persons knowingly using a means of identification belonging to ***You*** without ***Your*** knowledge or permission with intent to commit or assist another to commit an illegal act.

### ***Insured Event***

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one ***Insured Event*** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from ***Identity Fraud*** the ***Insured Event***



is a single act or the start of a series of single acts against **You** by one person or group of people.

#### **Insurer**

AmTrust Europe Limited.

#### **Legal Action(s)**

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance
- The defence of motor prosecutions

#### **Maximum Amount Payable**

The maximum payable in respect of an **Insured Event** is shown on **Your** insurance schedule.

#### **Period of Insurance**

This insurance provides cover for the same period covered by the insurance product or benefit to which it 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.

#### **Standard Advisers' Costs**

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents.

#### **Territorial Limits**

Personal Injury and Uninsured Loss Recovery:

- The United Kingdom and the European Union.

All other sections:

- The United Kingdom, the Channel Islands and the Isle of Man.

#### **Vehicle**

Any motor vehicle or motorcycle owned by **You** or any member of the household.

#### **We / Us / Our**

Arc Legal Assistance Limited.

#### **You / Your / Yourself**

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance advisor and is the owner of the **Caravan** covered under the insurance to which this cover attaches.

Cover also applies to **Your** family members resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to or out of **Your** death.





## What is covered

### Contract disputes

**Costs** to pursue or defend a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services and selling goods in connection with the **Caravan** including the purchase or sale of the **Caravan**.

### Uninsured loss recovery

**Costs** to pursue a **Legal Action** for financial compensation for uninsured losses arising from a road traffic accident involving a **Vehicle** or **Caravan** against those responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims court limit, the **Adviser** 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 **Legal Action** in full or in part. If the damages **You** are

## What is not covered

### Contract disputes

Claims:

- a) Where the breach of contract occurred before **You** purchased this insurance
- b) Relating to a lease tenancy or licence to use property or land
- c) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- d) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**

### Uninsured loss recovery

Claims:

- a) Relating to an agreement **You** have entered into with another person or organisation
- b) For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau
- c) Arising from a road accident if the event is not covered under **Your** motor insurance



### What is covered

claiming are below the small claims track limit **Advisers' Costs** will be covered subject to the conditions applicable to this insurance.

#### Personal injury

**Costs** to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** 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 **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

### What is not covered

#### Personal injury

Claims:

- a) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- b) For illness, personal injury or death caused gradually and not caused by a specific sudden event



## What is covered

### Employment disputes

**Standard Advisers' Costs** to pursue a **Legal Action** against an employer or ex-employer for breach of **Your** contract of employment.

### Personal identity fraud

Costs arising from **Identity Fraud**:

- a) To defend **Your** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud**
- b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought

## What is not covered

### Employment disputes:

Claims:

- a) Where the breach of contract occurred within the first 60 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 60 days leading up to when the breach of contract first occurred
- b) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

### Personal identity fraud

Claims:

- a) Where you have not been the victim of **Identity Fraud**
- b) Where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event**
- c) Where the **Identity Fraud** has been carried out by somebody living with **You**
- d) For **Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss



### What is covered

- monies from **You** as a result of **Identity Fraud**
- c) In order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**

### Property infringement

**Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Caravan**.

### What is not covered

**You** must agree to be added to the CIFAS Protection Register if **We** recommend it.

### Property infringement

Claims:

- a) Where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) For adverse possession
- d) In respect of a contract **You** have entered into
- e) Directly or indirectly arising from planning law
- f) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use



## What is covered

### Motor prosecution defence

**Standard Advisers' Costs** to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of a **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 covered

- g) Directly or indirectly arising from:
  - i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii) Land slip meaning downward movement of sloping ground
  - iv) Mining or quarrying

### Motor prosecution defence

Claims:

- a) 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
- b) For **Standard Advisers' 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



### What is covered

### What is not covered

- c) For parking offences which cannot lead to penalty points on **Your** licence
- d) For **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order

## 1. There is no cover where:

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval

## 2. There is no cover for:

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **Your** insurance advisor, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

## 3. There is no cover for any claim directly or indirectly arising from:

- a) A dispute between **You** and someone **You** live with or have lived with
- b) **Your** business trade or profession other than as an employee
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

## 4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## 5. Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this section of **Your** insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under



United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 6. **Cyber Attack Exclusion**

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for **Costs** is specifically allowed for in the **Sections of Cover** above.





## 1. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent, which shall not be unreasonably withheld, **We** may reach a settlement of the legal proceedings.
  - i. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c) The **Adviser** will:
  - i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained
  - ii. Keep **Us** fully advised of all developments and provide such information as **We** may require
  - iii. Keep **Us** advised of **Advisers' Costs** incurred
  - iv. Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v. Submit bills for assessment or certification by the appropriate body if requested by **Us**
  - vi. Attempt recovery of costs from third parties
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**
- e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success
- f) **You** shall supply all information requested by the **Adviser** and **Us**
- g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**



- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost

## 2. Prospects of success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

## 3. Proportionality

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

## 4. Other insurances

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

## 5. Fraud

In the event of fraud, **We**:

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

## 6. Cancellation

**You** may cancel this insurance at any time by contacting Supersure (contact details on back cover). If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance. No refund of premium shall be made after 14 days of taking out this insurance.

### The Insurer's right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**.

**You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim.



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

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

## 7. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to make a claim'), any dispute between **You** and **Us** may, where both parties agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## 8. English Law and language

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

## 9. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy, and reject claims where the change provides a benefit which did not previously exist.



### How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the legal helpline on 0344 770 1040.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting [claims.arclegal.co.uk](https://claims.arclegal.co.uk). Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

### Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

### Data Protection

**We** will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, AmTrust Europe Ltd is

the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at [www.amtrusteurope.com](https://www.amtrusteurope.com) or Arc's website at [www.arclegal.co.uk](https://www.arclegal.co.uk)

### What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to give **You** information, products or services if **You** ask **Us** to.
- for research or statistics.

**We** will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about your health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You**



this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

**We** might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

**You** can tell **Us** if **You** do not want us to use **Your** information for marketing. **You** can also ask **Us** to give **You** the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete your information (although there are some things we cannot delete). **You** can also ask us to give

your information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

**We** will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact Our Data Protection Officer. **You** can find their contact details on **Our** website ([www.amtrusteurope.com](http://www.amtrusteurope.com)).

### Customer service

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

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response.



After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**, or before We have investigated the complaint if both parties agree.

**Our contact details are:**

Post: Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Phone: 01206 615 000

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**The Financial Ombudsman Service contact details are:**

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Exchange Tower  
London  
E14 9SR

Phone: 0800 023 4567 (landlines)  
0300 123 9123 (mobiles)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **Insurer** fails to carry out their responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 0207 741 4100.

## Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768 (landlines) or 0207 066 1000 (mobiles).

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