



You should keep this Policy Document in a safe place.

Welcome to SilverKnight Rescue

For Assistance in the UK call Our Emergency Centre on

0333 005 6711

and quote this policy number

10906/RS21

Please refer to SECTION 10: REQUESTING ASSISTANCE

This is a legally binding contract of insurance between You (the **Policyholder**) and Us (the insurer). This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** reserve the right to cancel or change any part of this contract without getting anyone else's permission by giving fourteen days' notice to **You**. **We** agree to cover the person named by **Your Agent** under the terms and conditions of this policy, as long as the premium has been paid.

MEANING OF WORDS

The following definitions apply to this policy where the word appears in bold text:

1. **AGENT** means the intermediary from whom **You** have purchased this insurance
2. **COVERHOLDER** means Arc Legal Assistance Limited trading as General Legal Protection who administers this insurance and handles claims under this insurance on **Our** behalf
3. **GEOGRAPHICAL LIMITS** means the United Kingdom, the Isle of Man and the Channel Islands.
4. **INSURED INCIDENT** means Mechanical breakdown, accident, vandalism, fire, theft or attempted theft, flat battery, loss or breakage of keys, lack of fuel or accidental damage to tyres, occurring within the **Geographical Limits** during the **Period of Insurance**.
5. **INSURED PERSON (S)** means the **Policyholder** whilst an occupant/driver of the **Insured Vehicle**, and/or any other authorised driver/occupant/ pillion of the **Insured Vehicle**.
6. **INSURED VEHICLE** means the make, model and registration number of the motor vehicle declared to **Us** at inception of this insurance by **Your Agent** and normally kept at the **Policyholder's** home address which is a private motor vehicle or motorcycle including any sidecar or trailer of proprietary make or caravan or light van owned by the **Policyholder** not used by **You** for hire or reward; registered in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; in good roadworthy condition; maintained and operated in accordance with manufacturers recommendations; each not exceeding (including any load carried) the following Gross Vehicle Weight and dimensions: 3500kg, length 7m, height 3m, width 2.25m.
7. **PERIOD OF INSURANCE** means the period shown in the period of cover above, which commences either at the start of the underlying motor insurance or at the expiry of the previous breakdown policy. This period will not exceed the 12 months from commencement.
8. **POLICYHOLDER, YOU** or **YOUR** means The person advised to **Us** as the owner of the **Insured vehicle**.
9. **WE, OUR, US** means AmTrust Europe Limited, the insurer of this policy

SECTION 1(A): ROADSIDE ASSISTANCE

If the **Insured Vehicle** is immobilised or rendered unroadworthy at the roadside as a result of an **Insured Incident**, **We** will arrange for roadside assistance and if necessary towing to a suitable repairer.

SECTION 1(B): HOMESTART

If the **Insured Vehicle** is immobilised or rendered unroadworthy at **Your** home address as a result of an **Insured Incident**, **We** will arrange for assistance at **Your** home address and if necessary towing to a suitable repairer.

Specific Exclusions applying to Section 1

What is not covered:

- a) Labour charges in excess of one hour.
- b) The cost of replacement parts or other materials used in the repair. **You** will be responsible for paying these costs directly to the repairer.
- c) **Insured Incidents** occurring outside the **Geographical Limits**.

SECTION 2: MESSAGE RELAYS

If **We** have been contacted in connection with an **Insured Incident** occurring away from **Your** home address, **We** will relay up to 2 telephone messages within the United Kingdom to **Your** family members, friends or business associates to advise of unforeseen travel delays.

SECTION 3: VEHICLE RECOVERY / ONWARD TRANSPORTATION

In the event of loss of use of the **Insured Vehicle** caused by an **Insured Incident**, and it is apparent repairs cannot be effected by the end of the working day in which the **Insured Incident** occurred, then provided **Our** services were requested at the time of the **Insured Incident**:

EITHER

3.1. **We** will arrange and pay for transport of the **Insured Person(s)**, and if appropriate, the **Insured Vehicle**, and in any event, the method of recovery will be at **Our** discretion:

- 3.1.1. to **Your** home address or
- 3.1.2. to the original destination within the **Geographical Limits** or
- 3.1.3. to a repairer in the vicinity of either of the above locations.

OR

3.2. If the **Insured Vehicle** is not transported within the terms of Section 3.1, and repairs are effected locally, if necessary **We** will arrange and pay reasonable costs for the following benefits:

- 3.2.1. The reasonable cost of an equivalent self-drive vehicle, where available, for up to 24 hours to either continue the journey or return home within the **Geographical Limits**. **We** will pay up to a maximum of £100 for rental charges, insurance and any necessary drop-off charge, but **You** remain responsible for the cost of any fuel used or
- 3.2.2. The reasonable cost of onward travel to the agreed destination by public transport for the **Insured Person(s)** within the **Geographical Limits**. The means of such transport shall be at **Our** discretion or
- 3.2.3. The reasonable cost up to a maximum of £60 for a lone traveller or £40 per person for one night for **You** and up to 7 passengers of providing necessary bed and breakfast overnight accommodation for the **Insured person(s)** in a local hotel whilst awaiting repairs, when the **Insured incident** has occurred at a late hour more than 25 miles from the **Policyholder's** home address notified to **Us** by **Our** recovery operator. The maximum payment per incident is £320.

Specific Exclusions applying to Section 3

What is not covered:

- a) Any costs which would have been incurred in the course of a journey if the incident giving such rise to a claim had not occurred.
- b) **We** will not be responsible for any damage to or theft of objects or accessories which are left in or outside any **Insured Vehicle**.
- c) The cost of replacement parts or other materials used in the repair. **You** will be responsible for paying these costs directly to the repairer.

SECTION 4: UK MEDICAL RECOVERIES

The provision of car or private ambulance as appropriate to transfer **You**, hospitalised away from **Your** home, to a hospital near **Your** home. Provision of a chauffeur to bring the **Insured Vehicle** to **Your** home if **You** become ill. **You** will be responsible for Insurance cover and fuel costs. Confirmation of **Your** medical condition will be required by a medical practitioner.

Specific Exclusions applying to Section 4

What is not covered:

- a) **We** will not provide this cover whilst the **Policyholder** is travelling between home and his/her regular place of work
- b) Claims costs over £2,500

SECTION 5: FREE ROUTE MAPS FOR UK

For **Your** free route maps anywhere in the UK, please call the Helpline on 01904 683300 and quote **Your** name, address, policy number and agent details. **You** are entitled to 4 routes during the **Period of Insurance**.

SECTION 6: GENERAL EXCLUSIONS

No cover shall apply in respect of:

- 6.1 The first 5 days of the first **Period of Insurance**.
- 6.2 Vehicles which have not been maintained and operated in accordance with the manufacturers recommendations; a previous inadequate repair; unsuccessful D.I.Y dismantling and/or reassembly; any recurring claim due to the same cause, where action has not been taken to correct the fault.
- 6.3 Vehicles which the **Policyholder** has not repaired even though **We** have told the **Policyholder** to get it repaired. If the **Policyholder** fails to repair the **Insured Vehicle**, **We** will not provide any part of **Our** service the next time the **Insured Vehicle** breaks down.
- 6.4 Garages, recovery operators or emergency services carrying out work that **We** have not agreed to.
- 6.5 Vehicles being used for hire or reward, or for motor rallies, speed or duration tests, or practicing such events.
- 6.6 The provision of service to **Insured Vehicles** stranded by floods, snow, sand or mud.
- 6.7 Vehicles not in a roadworthy condition at the time cover is effected.
- 6.8 Vehicles not holding a valid MOT certificate.
- 6.9 Any breakdown if **We** think the **Insured Vehicle** is dangerous or illegal to repair or transport.
- 6.10 Any wilful act of an **Insured Person**.
- 6.11 Claims arising from loss or damage to contents of the **Insured Vehicle**.
- 6.12 Any claim resulting from war, invasion, act of foreign enemy, hostilities (whether war may be declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power, or taking part in civil commotion or riot of any kind.
- 6.13 Loss or destruction or damage, or any loss or expenses whatsoever resulting from:
 - 6.12.1 Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - 6.12.2 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 6.14 Any expense which at the time of incurring such expense is insured by or would but for the existence of this policy be insured by any other existing policy or policies or under any motoring organisation's service or other service.
- 6.15 Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this policy.
- 6.16 Losses as a result of the provision of, or delay in providing, the services to which this policy relates.
- 6.17 Any ferry and toll fees and/or any storage, release or police fees.

- 6.18 The collection of the **Insured Vehicle** from the garage after **We** have taken it there.
- 6.19 Any claim occurring while the **Insured Vehicle** is towing or carrying more weight/persons than for which it is designed as stated in the manufacturer's specifications, or in any event carrying more than 8 persons unless previously approved by **Us** and any additional premium paid.
- 6.20 Any person who drives the **Insured Vehicle** who does not hold a valid driving licence issued by a competent Authority.
- 6.21 More than:-
 - 6.20.1 Two claims of any one type during any one **Period of Insurance**
 - 6.20.2 Four claims in total during any one **Period of Insurance**
- 6.22 Any costs arising from the failure of the **Insured Person** to comply with **Our** requests or those of the representative appointed by **Us** to assist **You**.
- 6.23 The cost of recovery of the **Insured Vehicle** to more than one location in respect of any one **Insured Incident**.

SECTION 7: GENERAL CONDITIONS

- 7.1 The **Policyholder** shall take all precautions to prevent or minimise any loss, damage or breakdown covered under this policy;
 - 7.1.1 The **Policyholder** shall take all steps necessary to expedite the completion of repairs;
 - 7.1.2 The **Policyholder** shall not abandon the **Insured Vehicle** or any parts thereof to **Us** without authorisation.
- 7.2 **We** will not accept liability for expenses incurred without prior knowledge or consent and the Emergency Centre must be contacted immediately when an incident arises that may be the subject of the claim.
- 7.3 **You** must comply in full with all the terms and conditions of this policy before a claim will be paid. **You** must make no admission offer, promise or payment without prior consent. In order to benefit from the cover, an **Insured Person** other than the **Policyholder** must agree to abide by all the relevant terms, conditions and exclusions of this policy.
- 7.4 **We** may at **Our** own expense take proceedings in **Your** name to recover compensation or secure an indemnity from any third party in respect of any expenses paid under this policy and any amount so recovered or secured shall belong to **Us**.
- 7.5 If any fraudulent claim is made or if any fraudulent means of devices are used to obtain benefits under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be re-paid to **Us**.
- 7.6 **You** will be required to reimburse **Us**, within seven days of **Our** request to **You**, any costs or expenses **We** have paid out on **Your** behalf which are not covered under the terms of the insurance.
- 7.7 A garage or specialist undertaking repair work on **Your** instructions and which is not specifically covered under the insurance will be acting as **Your** representative for such repair work.
- 7.8 Service will be provided only to the **Insured Vehicle** (together with any trailer) declared to **Us** or a vehicle that has been notified to **Us** by the **Agent** as being the permanent substitute for the original **Insured Vehicle**. The **Policyholder** should therefore ensure that such notification is made immediately when a substitution occurs to avoid service being withheld.
- 7.9 Unless **We** have agreed otherwise with **You**, English law will apply to this insurance

SECTION 8: CANCELLATION PROVISIONS

- 8.1 **You** may cancel this policy within 14 days of purchasing the cover with a full refund of the insurance premium paid providing **You** have not made a claim which has been accepted under this policy.

8.2. **You** may cancel this policy at any time by giving at least 21 days' written notice to **Us**. **We** will refund part of the premium for the unexpired period unless **You** have notified a claim which has been accepted by **Us** under this policy in which case no return of premium shall be allowed. If **We** have not accepted a claim under this policy, the amount of premium **We** will refund will be calculated as 1/365th of the premium paid for each day that remains unexpired together with an maximum administration fee of £15.

8.3. **We** may cancel this policy at any time by giving at least 21 days' written notice to **You**. **We** will refund part of the premium paid for the unexpired period based on the calculation in 3.2. above.

SECTION 9: COMPLAINTS PROCEDURE

We always aim to provide a first class service. However, if **You** have any complaint, please notify the **Coverholder** at: Complaints Department, General Legal Protection, 18 Park Place, Cardiff, CF10 3DQ Tel: 02920 222 033.

The **Coverholder** will contact **You** within five days of receiving your complaint to inform **You** of what action is being taken. **The Coverholder** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks the **Coverholder** will tell **You** when **You** can expect an answer.

If **Your** complaint remains unresolved after eight weeks, **You** may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction. They are able to review complaints from "eligible complainants" and further information can be found on their website. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR Telephone number 0800 023 4567 or 0300 123 9 123. Website: www.financial-ombudsman.org.uk

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0800 678 1100 or 020 7741 4100

If **You** take any of the action mentioned above it will not affect **Your** right to take legal action.

SECTION 10: REQUESTING ASSISTANCE

IN AN EMERGENCY, FIRST CHECK THE CIRCUMSTANCES ARE COVERED BY THIS POLICY. HAVING DONE THIS TELEPHONE **OUR** EMERGENCY CENTRE STATING **YOUR** NAME, POLICY NUMBER, AND AGENT NAME AND ADDRESS. ON MOTORWAYS USE THE NEAREST EMERGENCY TELEPHONE AND PROVIDE THE POLICE WITH **OUR** VEHICLE ASSISTANCE EMERGENCY NUMBER AND **YOUR** POLICY DETAILS. REMEMBER, TO COMPLY WITH THE POLICY TERMS AND CONDITIONS, YOU MUST CONTACT **US** BEFORE INCURRING ANY EXPENSES IN ORDER TO OBTAIN **OUR** PRIOR AUTHORISATION.

SECTION 11: PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Arc Legal Assistance Limited (the Data Controller) 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 **Our** website at www.arclegal.co.uk

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), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

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.

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 include **Our** group companies, 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.

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.

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.

Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, Arc Legal Assistance - please see website for full address details.

Marketing

We will not use **Your** data for Marketing purposes. All information provided is used to manage **Your** insurance policy only.

Fraudulent Claims

1) If the **Insured Person** makes a fraudulent claim under this insurance contract, **We**:

- Are not liable to pay the claim; and
- May recover from the **Insured Person** any sums paid by **Us** to the **Insured Person** in respect of the claim; and
- May by notice to the **Insured Person** treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If **We** exercise **Our** right under clause (1)(c) above:

- We** will not be liable to the **Insured Person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Our** liability under the

insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
b) **We** need not return any of the premiums paid.

Conditions Precedents

If the **Insured Person** breaches a condition precedent in this insurance contract, **Our** liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). **We** will have no liability to the **Insured Person** for any loss which occurs, or which is attributable to something happening, during the period when **Our** liability is suspended.

AmTrust Europe Limited underwrite these policies that Arc Legal Assistance Limited trading as General Legal Protection administer on their behalf

General Legal Protection
18 Park Place
Cardiff
CF10 3DQ
Tel: 02920 222 033
E-mail:
office@glpgroup.co.uk
Web: www.arclegal.co.uk

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Arc Legal Assistance Limited trading as General Legal Protection is authorised and regulated by the Financial Conduct Authority. Financial services register number 305958.

Financial services register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.