

Group Insurance Policy Rescue Plus Membership The Policyholder



AmTrust Europe
An AmTrust Financial Company

SCHEDULE 4
(GROUP POLICY FOR ALL MEMBERS)
GROUP INSURANCE POLICY
THE POLICYHOLDER - RESCUE PLUS MEMBERSHIP BENEFIT

The **Policyholder** has taken out this group policy (**Policy**) for the benefit of its **Members** and the **Insurer** acknowledges that the **Members** have an insurable interest to the extent and in the manner provided within this **Policy** in connection with **Membership Agreement**.

This **Policy** of Insurance covers **Insured Events** occurring during the **Period of Cover**

Definitions (words with special meaning)

In this **Policy**, unless the context otherwise requires, the following words and expressions shall bear the meaning set out below:

Administrator/We/Us/Our

Arc Legal Assistance Limited or their agents which are authorised by the **Insurer** to administer the insurance and manage **Claims** on behalf of the **Insurer**.

Any One Claim

All **Claims** consequent upon the same original cause, event or circumstance.

Approved Supplier

A supplier appointed by the **Administrator** who provides the **Member** with assistance under the **Insuring Clauses** following an **Insured Event** under the **Membership Agreement**. **Suppliers** will be appointed by and will act for the **Administrator** in accordance with the terms of this **Policy**.

Claim

A request or series of requests made by any **Member** for payment of re-imbursement or supply of services arising from **Insured Events** which occur during the **Membership Agreement**.

Date of Occurrence

The date on which the **Insured Event** occurs, which may lead to a **Claim** against this **Policy**. If there is more than one event arising at different times from the same cause, the date of occurrence is the date of the first of these events.

Hire Agreement

The vehicle rental agreement entered into between the **Member** and the **Approved Supplier** pursuant to which the **Approved Supplier** hires a **Replacement Vehicle** to the **Member** and which the **Member** must sign.

Hire Period - the period of time during which the **Administrator** agrees the provision of a **Replacement Vehicle**, subject to a maximum of 48 hours or as agreed with the **Administrator** for corporate members, following the **Roadside Breakdown**.

Hire Vehicle - the **Replacement Vehicle** provided by the **Administrator** procured from an **Approved Supplier** pursuant to a **Hire Agreement** within the **Territorial Limits**.

Insured Event

Roadside Breakdown of the **Member's Vehicle**

Insurer

AmTrust Europe Limited, whose registered office is at Market Square, St. James's Street, Nottingham, NG1 6FG United Kingdom (01229676). AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number 202189 in the United Kingdom and is regulated by the Central Bank of Ireland for conduct of business rules. The Insurer is authorised to operate under the free provision of services regime in Ireland as stated on the FCA web page and on the Central Bank of Ireland website under registration number C34078. 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.

Limit of Indemnity

The maximum liability of the **Insurer** under this **Policy** is limited to the amounts specified below:

Any One Claim:

- Replacement Vehicle: 48 hours
- Overnight Accommodation: €200
- Public Transport Costs: €200

Any One Member: €1,000

Aggregate (All Claims): €1,000,000

Member/You/Your

Any individual, declared to the **Insurer** by the **Policyholder** and holds a current and valid **Membership Agreement** for the provision of rescue plus motor breakdown membership and have paid the relevant membership fee.

Membership Agreement

A valid rescue plus membership agreement issued by the **Policyholder** to the **Member** for the provision of motor breakdown services for which the **Member** has paid the requisite membership fee.

Member's Vehicle

The **Member's** vehicle, as declared to the **Policyholder** and covered under the **Membership Agreement**, subject to the following size and weight restrictions:

- Vehicles including vans, caravans and trailers up to 3,500kg (3,5 tonnes) gross vehicle weight (GVW)
- Overall width up to 2.3 metres (7ft 6in)
- Overall length (motorised vehicles) up to 5.5 metres (18 feet)
- Overall length (non-motorised caravans and trailers) up to 7.6 metres

All of the above are subject to assessment of the **Member Vehicle** at the roadside.

Overnight Accommodation Charges

Local hotel charges for one night accommodation and breakfast for the **Member** and passengers authorised by the **Administrator**, subject to a maximum of €200 per **Claim**.

The **Member** is responsible for paying for all meals consumed (other than breakfast), drinks and other incidental expenses (e.g. telephone calls, newspapers) incurred. Payment for these must be made direct to the hotel before leaving.

Period of Cover

The period for which the **Insurer** agrees to indemnify the **Member** in accordance with the services shown in their **Membership Agreement** and the terms, conditions, limitations and exclusions specified in this **Policy**.

Policy

This group policy

Replacement Vehicle

A vehicle of similar model to the **Member's** declared to the **Policyholder** under their **Membership Agreement**, up to that of the **Approved Suppliers' Group D (1600cc)**.

Subject to:

- **Member's Vehicle** suffering a **Roadside Breakdown**.
 - The choice of **Approved Supplier** and the **Replacement Vehicle** is at the discretion of the **Administrator**.
 - The **Member** may choose a car in a higher category subject to the **Member's** payment of the appropriate additional fee to the **Approved Supplier**.
 - The **Member** is responsible for the payment to the supplier for any car hire charges for a period in excess of those not authorised by the **Administrator** and/or any other ancillary expenses for additional items.
- Roadside Breakdown**

Member Vehicle

Mechanical breakdown when the **Member** is stranded roadside, at least 500 metres from their home. Breakdown must occur 24 hours after the **Membership Agreement** fee has been paid and is not available for existing or pre-existing breakdowns.

Public Transport Costs

Local bus or national rail or taxi costs authorised by the **Administrator** to complete the **Member's** original planned journey prior to the **Roadside Breakdown**, up to a maximum of € 200 per **Claim**.

Territorial Limits

The Republic of Ireland.

WHAT IS COVERED

The **Insurer** will indemnify **Member(s)** who have a valid **Membership Agreement** for charges, costs and expenses as set out within the **Insuring Clauses** below up to the **Limit of Indemnity**, subject to the terms and conditions of this **Policy**, for **Claims** within the **Territorial Limits** where the **Date of Occurrence** of the **Insured Event** is within the **Period of Cover**

INSURING CLAUSES:

Following a **Roadside Breakdown** of the **Member's Vehicle** which is covered under the **Membership Agreement**, where the **Policyholder** cannot arrange a local repair or same day garage repair.

1. Replacement Vehicle

The **Administrator** will arrange for an **Approved Supplier** to hire a **Replacement Vehicle** to the **Member** to enable the **Member** to complete their original planned journey.

Subject to:

- The **Member** requesting a **Replacement Vehicle** on the day of the **Roadside Breakdown**.
- The choice of **Approved Supplier** and the **Hire Vehicle** is at the discretion of the **Administrator**.
- A **Hire Vehicle** cannot be provided where the requirements of the **Approved Supplier** cannot be met by the **Member**.
- Confirmation from the **Policyholder** that the **Member's Vehicle** has suffered a **Roadside Breakdown** is legally undriveable or requires repairs which will result in it being off the road.

If for any reason a **Hire Vehicle** is not available the option of **Overnight Accommodation** or **Public Transport Costs** will be provided, subject to **Insuring Clauses** 2 and 3.

Conditions of Hire

The following conditions apply in all circumstances:

- The **Member** will be entitled to a vehicle of similar model to the **Member's Vehicle** up to that of the **Approved Suppliers' Group D** (i.e. 1600cc) subject to availability.
- The **Member** must agree to the **Approved Supplier** standard **Hire Agreement**
- The **Member** is responsible for the payment to the **Approved Supplier** for any car hire charges or other ancillary expenses for a period in excess of 48 hours.
- The **Member** is responsible for the payment of any security deposit required at the time of the commencement of the hire period and all fuel used during the replacement hire period.
- The **Approved Supplier** reserves the right to refuse service. A **Hire Vehicle** cannot be provided where the requirements of the **Approved Supplier** cannot be met by the **Member**. The availability of a driving licence and the age of the driver can restrict the **Administrator's** ability to procure a **Hire Vehicle**.

2. Overnight Accommodation

The **Administrator** will arrange for a local hotel and pay **Overnight Accommodation Charges**, if the **Member** is unable to complete their original planned journey on the same day following a **Roadside Breakdown**.

Subject to:

- **Hire Vehicle** being unavailable
- A maximum of €200 per **Claim** for the **Member** and all passengers.
- The **Member** is responsible for paying for all meals consumed (other than breakfast), drinks and other incidental expenses (e.g. telephone calls, newspapers) incurred. Payment for these must be made direct to the hotel or guesthouse before leaving. The **Member** is responsible for the costs of all onward travel.
- The **Member** is responsible for the costs of all onward travel relating to the original planned journey.

3. Public Transport Costs

The **Administrator** will arrange suitable public transport to continue the original planned journey prior to Roadside Break and pay Public Transport Costs or refund to the **Member** the cost of all reasonable public transport costs incurred in order to complete the original planned journey, up to a maximum of €200 for the **Member** and all passengers on a pay and claim basis.

Subject to:

- **Hire Vehicle** being unavailable
- The **Member** providing original proof of purchase, as provided by the public transport provider.
- The **Member** make the claim within a 28 days of the **Roadside Breakdown**.

CONDITIONS TO ALL INSURING CLAUSES:

Each of the **Insuring Clauses** above are subject to the conditions precedent set out below:

- i. The **Member** has a current valid **Membership Agreement** for the provision of rescue plus membership benefits.
- ii. The **Member** has complied with the **Membership Agreement**, this **Policy** and any **Hire Agreement**.
- iii. The **Member** must notify their **Claim** as set out in the **Insuring Clauses** included within their **Membership Agreement**
- iv. The **Roadside Breakdown** did not result for an accident.

WHAT IS NOT COVERED

The **Insurer** shall not be liable to indemnify the **Member** in respect of:

1. **Insured Events** not occurring during the **Period of Cover**
2. Any charges, costs, expenses and fees apart from those authorised by the **Administrator**.
3. Any charges, costs, expenses and fees as a result of an accident.
4. Any breakdown at the **Member's** home or within 500m of the **Member's** home.
5. Any **Member Vehicle** being used for hire or reward, or for motor rallies, speed or duration tests, or practicing such events.
6. **Member Vehicle** stranded by floods, snow, sand or mud.
7. **Member Vehicle** not in a roadworthy condition at the time of **Claim**.
8. **Member Vehicle** not holding a valid NCT Service disc or valid tax disc.
9. Any breakdown if the **Member Vehicle** is dangerous or illegal to repair or transport.

10. Any wilful act of the **Member**.
11. 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.
12. Loss or destruction or damage, or any loss or expenses whatsoever resulting from:
 - a. Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
13. Any charges, costs, expenses and fees which at the time of incurring such is insured by or would but for the existence of this **Policy** be insured by any other existing policy or policies.
14. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this **Policy**.
15. Any ferry and toll fees and/or any storage, release or police fees.
16. Any **Claim** occurring while the **Member Vehicle** is towing or carrying more weight/persons than for which it is designed as stated in the manufacturer's specifications.
17. Any **Member Vehicle** where the driver does not hold a valid driving licence issued by a relevant authority.
18. Any **Approved Supplier** additional costs or charges above daily hire rates, including:
 - a. Car higher category upgrade
 - b. Provision of additional equipment
 - c. Fuel
 - d. Collection
 - e. Hire charges in excess of 48 hours

GENERAL CONDITIONS

MEMBERS RESPONSIBILITIES:

- The **Member** shall take all ordinary and reasonable precautions to prevent or minimise any **Roadside Breakdown** covered under this policy.
- The **Member** shall take all steps necessary to expedite the completion of repairs.
- The **Member Vehicle** must display a valid tax disc and have valid insurance.
- The **Administrator** will not accept liability for expenses incurred without prior knowledge or consent and the Emergency Claims Centre must be contacted immediately when an incident arises that may be the subject of the claim.
- The **Member** must comply in full with all the terms and conditions of this **Policy** before a **Claim** will be paid. In order to benefit from the cover, a **Member** must agree to abide by all the relevant terms, conditions and exclusions of this policy.
- **Insurers** may at their own expense take proceedings in the **Member's** 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 the **Insurer**.
- If any fraudulent claim is made or if any fraudulent means or devices are used to obtain benefits under the insurance, the **Member's** entitlement shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be re-paid.
- The **Member** will be required to reimburse the **Administrator**, within seven days of request, any costs or expenses the **Administrator** have paid out on the **Member's** behalf which are not covered under the terms of this **Policy**.
- Assistance will be provided only to the **Member(s)** declared to the **Administrator** or a **Member's Vehicle** that has been notified to the **Administrator** by the **Policyholder** as being the permanent substitute for the original **Member Vehicle**. The **Policyholder** should therefore ensure that such notification is made immediately when a substitution occurs to avoid service being withheld.

NOTIFICATION OF CLAIMS:

Call the AA Rescue Centre on **1800 66 77 88** - 24 hours a day to make a claim

It is important that you contact The AA if you require assistance- **Insurers** will be under no obligation to reimburse you for any costs that you incur without their prior authorisation.

Complaints Procedure

If the Member has a complaint about the Policy

Should the **Member** have a query or complaint regarding the administration or claims under the **Policy**, the **Member** should address their complaint to:

Quality & Compliance Manager,
The AA,
20-21 South William Street,
Dublin 2,
D02 XE77.

The **Policyholder** will contact the **Member** within five days of receiving the complaint to inform the **Member** of what action they are taking. The **Policyholder** will try to resolve the problem and give the **Member** an answer within four weeks. If it will take longer than four weeks the **Policyholder** will tell the **Member** when they can expect an answer.

If the **Policyholder** has not given the **Member** an answer in eight weeks they will tell the **Member** how they may take the complaint to the Financial Ombudsman Service for review.

Once the **Member** has received the final response from the **Policyholder** and if the **Member** is still not satisfied the **Member** may contact the Financial Ombudsman Service:

Financial Ombudsman Service	Tel: 00 44 (0)8000 234 567
Exchange Tower	Email: complaint.info@financial-ombudsman.org.uk
London	
E14 9SR	

AmTrust Europe Limited 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. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the internet at: www.fscs.org.uk or be contacted on 020 7892 7300.

This complaints procedure does not affect any legal right the **Member** may have to take action against the **Insurer**.

Members can check the above details on the Financial Conduct Register by visiting the FCA website: www.fca.org.uk/register/ or by contacting the FCA on 0800 111 6768.

Data Protection and Privacy Policy

Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Limited (We/Us), the Policyholder and the Member (You/Your) (by purchasing a Membership Agreement) has consented to the use of data as described below.

Data Protection Policy

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

Sensitive Information

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

How we use and protect information and who we share it with

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

The information comprises of all the details We hold about the Policyholder and their Members and their transactions and includes information obtained from third parties. We may use and share information with other members of the AmTrust group companies (The Group). The Group contains companies based throughout the world, both inside and outside Europe (for example, in the USA). By purchasing this policy you have consented to your data being stored and processed in the USA. We will provide an adequate level of protection to your data.

- We do not disclose the information to anyone outside The Group except:
- Where We have Your permission;
- Where We are required or permitted to do so by law;
- To credit reference and fraud prevention agencies;
- To other companies that provide a service to Us but only where those services are for the performance of this Policy; or
- Where We may transfer rights and obligations under this agreement.

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

Member Rights

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

Marketing

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

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