Guarantor Insure

Student Guarantor Protection
Policy Wording

July 2026

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CONTRACT OF INSURANCE

Thank you for purchasing this Guarantor Insurance Protection.

This policy will help to protect **your** legal and financial position as the guarantor for a person living in rented accommodation. If their **tenancy agreement** contains a joint and several liability clause, **you** could be taken to court in the event of non-payment by any of the tenants - and required to pay the full amount of any **rent arrears** or **dilapidations**. This policy is designed to provide:

- Legal advice and representation in a dispute between **you** and the **tenant's** landlord - or the other tenants and their guarantors;
- Indemnity of **rent arrears or dilapidations** which **you** are jointly and severally liable to pay as a guarantor.

This is **your** Guarantor Insurance Protection policy document and it provides evidence of the contract between **you** and the **insurer**. This document forms part of **your** policy, along with the attaching policy schedule. Together these documents will give **you** full details of **your** cover and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this policy if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the person who sold **you** this policy of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this policy, including invalidating this policy or claims being rejected or not fully paid. Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions, use the **Advice Services** or make a claim.

Our obligation to you

In return for **you** paying or agreeing to pay the premium:

a) **we** will provide the cover and benefits shown in **your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and

b) **we** will pay **adviser's costs and expenses** and, if applicable, **rent arrears** and **dilapidations** up to the **limit of indemnity** for any one **insured incident**.

Provided that:

1) **you**:
   - receive a monthly income (which may include savings and investments) sufficient to cover the **tenant's share**, in addition to **your** own regular living expenses;
   - have not been subject to any action for non-payment of rent as either a **tenant** or **guarantor**;
   - retain copies of the **tenancy agreement**;
   - request contact details of all other tenants and guarantors and retain these, wherever they are made available to **you**;
   - report any claim to Guarantor Insure within 7 day' of being notified of the **insured incident** and no later than 60 days after expiry of the **tenancy agreement** or 90 days after the expiry the **period of insurance** (whichever is sooner).
2) the **tenant** (and all other parties to the **tenancy agreement**):
   - have not been subject to any action for **rent arrears** or **dilapidations** at a current or previous address;
   - have agreed and signed any inventory completed by or on behalf of the **landlord** or **agent**;
   - are studying for a full or part time university qualification or working on placement for that qualification.
3) **we** may request documentary evidence that **you** and the **tenant** have complied with the requirements outlined under points **1)** or **2)**;
4) any **rent arrears** or **dilapidations** are incurred during the **period of insurance**;
5) any legal representation by an **appointed adviser** always has **reasonable prospects of success** throughout the duration of **your** claim; and
6) any proceedings or other methods **we** agree to resolve **your** claim are dealt with by a court or other body within the **territorial limit**.

ALPS

This insurance is managed and provided by Auto Legal Protection Services Limited ("Alps"). Registered office. Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ. Company number 3676991. Alps is authorised and regulated by the Financial Conduct Authority, Firm Reference Number is 300906.

This can be checked on the Financial Services Register by visiting the website: www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This Guarantor Protection Insurance is underwritten AmTrust Specialty Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

Advice Services

You have access to the **Advice Services** listed below 9am-5pm, Monday to Friday, excluding Bank Holidays . Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

If **you** need to use the **Advice Services**, please have ready **your** policy number or the name of the organisation who sold **you** this policy.

To help **us** monitor and improve service standards, all calls are recorded.

Legal Advice Helpline

Provides **you** with confidential telephone legal advice on personal legal matters subject to the laws of the United Kingdom of Great Britain.

To use the legal advice, please call **01260 241000**

Using the **Advice Services**, if obtaining legal advice, does not constitute notification of a claim. Please refer to the process outlined under **What to do if you are asked to pay rent arrears or dilapidations – How to make a claim** on **page 5**.

We cannot be held responsible if any of the **Advice Services** become unavailable for reasons outside of **our** control

.

What to do if you are asked to pay rent arrears or dilapidations

a) If the **landlord** or **agent** asks **you** to pay **rent arrears** or **dilapidations** on behalf of the **tenant**, **you** should first ask the **tenant** to arrange payment. In a shared house, the **tenant** is usually responsible for a proportionate **share** of both rent and any **dilapidations** - and is also usually jointly and severally liable for any **rent arrears** or **dilapidations** which exceed their **share** but which cannot be recovered from any deposit paid or other occupants.

b) It is important to note that this policy will not pay for any arrears in the **tenant's** own rent due under their individual **tenancy agreement** – or for a proportionate **share** of **dilapidations** which the **tenant** should reasonably be expected to pay. In all cases, payment of this **share** remains the responsibility of the **tenant** and, if the **tenant** is unable to pay, **you** will still need to make this payment as their guarantor. If the **tenant** is held severally liable for payments in excess of their **share**, they should first try to come to an agreement with other occupants and the **landlord** or **agent** about any payments due.

c) If payment remains disputed 7 days after **you** contacted the **tenant**, **we** may be able to assist through our specialist dispute resolution service . In all cases, it is important to get in touch as soon as possible to avoid any potential legal action by the **landlord** or **agent**. Please call **01260 241000** within 7 days of being contacted by the **landlord** or **agent** to discuss **your** dispute. To submit a claim, please email **guarantorinsure@alpslegal.co.uk** and a claim form will be sent to **you**. Please send the completed form to **us** with copies of **your** reference report, signed tenancy agreement (with contact details for all other tenants and guarantors), signed guarantor covenant and any applicable deposit protection certificate (or confirmation of cover under an equivalent deposit replacement scheme).

d) **We** provide a dispute resolution service to help resolve disputes about an alleged breach of **tenancy agreement**. On receipt of the above documents, we will try to resolve **your** dispute with the other guarantors, confirming any amounts for which they are jointly or severally liable under the terms of the **tenancy agreement** and advising that legal action may be taken to recover any **rent arrears** or **dilapidations** which remain outstanding. **We** will also try to mediate in any dispute. ***You must use the dispute resolution service in order for any subsequent claims payments to be considered under this policy.***

e) If **we** are unable to resolve a dispute and **rent arrears** or **dilapidations** remain outstanding 21 days after **we** have accepted **your** claim, **we will pay** for any amount above the **tenant's share**. Guarantor Insure will advise **you** in circumstances where **you** may be able to claim under this policy and **you** can also contact **us** directly at any time on **01260 241000** as soon as **you** become aware of any circumstances which could give rise to a claim under this policy.

f) This is a claims made policy which means that claims must be notified to **us** during **your period of insurance**. If **your** policy expires and **your** claim is reported more than 90 days after the expiry date, **we** will not be able to assist with the claim.

g) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this policy (please refer to **General exclusions applying to the whole policy 4**).

h) Under no circumstances should **you** instruct **your** own legal representative or incur any costs before **we** have accepted the claim as **we** will not pay any costs incurred without **our** agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (if **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on **your** behalf if **we** accept **your** claim.

i) Once all relevant information has been received, **your** claim will be assessed and **we** will let **you** know if **we** can help. Please note that **reasonable prospects of success** must be present throughout the duration of any claim for legal representation and cover could be withdrawn if at any stage **reasonable prospects of success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.

j) If **we** are unable to cover **your** claim, then **we** will explain the reasons why and discuss any other available methods (which may be at **your** expense) to help achieve a successful outcome.

Insured incidents

The following words or phrases have the same meaning wherever they appear in this policy document:

adviser's costs and expenses	**a)** Reasonable and necessary costs, fees and disbursements chargeable by the **appointed adviser** which have been agreed by **us** in accordance with **our standard adviser's terms of appointment**. **b)** Costs and disbursements incurred by the other party in civil cases if **you** are ordered to pay them or pay them with **our** agreement.
appointed adviser	The law firm, accountant or other suitably qualified person appointed by **us** to act on **your** behalf, under the terms and conditions of this policy and in accordance with **our standard adviser's terms of appointment**.
insured incident	An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this policy and if **we** have agreed to provide cover under the terms and conditions of this policy .
insurer	AmTrust Specialty Limited.
landlord, agent	The party to whom rent and/or any **dilapidations** are payable under the terms of the **tenancy agreement**
limit of indemnity	The most **we** will pay for all **insured incidents** arising from the same originating cause is the amount shown on **your** policy schedule. **We** will not pay: **a)** **rent arrears** of more than £4,000 each calendar month; or **b)** **dilapidations** in excess of five weeks' rent shown in the **tenancy agreement,** if no deposit (or equivalent deposit replacement insurance) has been taken for the **tenancy agreement**.
period of insurance	The 12 month period of time covered by this policy, as shown in your schedule.
reasonable prospects of success	If an **appointed adviser** is instructed, there must always be more than a 50% chance that **you** will: **a)** recover any losses or damages; **b)** successfully defend a claim or prosecution; **c)** succeed in reducing a sentence, penalty or a fine if **you** plead guilty in a criminal prosecution; **d)** succeed in enforcing a judgment or obtaining a legal remedy which **we** have agreed to; or **e)** make a successful appeal or defence of an appeal. In all cases **we** or a suitably qualified expert acting on **our** behalf will assess whether **reasonable prospects of success** exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this policy was not in force.
rent arrears, dilapidations	The amount of money payable for rental charges or property damage under the terms of the **tenancy agreement**, exceeding the **tenant's share**.
share	The amount of **rent arrears or dilapidations** divided by the number of tenants listed on the **tenancy agreement,** unless otherwise agreed by **us** in writing.
standard adviser's terms of appointment	A separate agreement **we** require an **appointed adviser** to enter into with **us**. This agreement sets out the **appointed adviser's** responsibilities and the amounts **we** will pay the **appointed adviser** in respect of an **insured incident**.
tenancy agreement	A written legally binding agreement between the **landlord** and the **tenant** for the **tenant** to occupy a property: **a)** A written agreement between the landlord and the tenant for the residential occupation of the property which: • In England, constitutes a periodic tenancy created under, or continuing in force by virtue of, the Renters' Rights Act 2025; • In Wales, constitutes an occupation contract within the meaning of the Renting Homes (Wales) Act 2016; • In Scotland, constitutes a private residential tenancy or short assured tenancy as recognised by Scottish housing legislation; **b)** in which the **tenant** and/or the **tenant's** guarantor are jointly and severally liable for **rent arrears** or **dilapidations**; **c)** in which **you** are named as the **tenant's** guarantor
tenant	The person who occupies or has occupied the **landlord's** property under the **tenancy agreement** and for whom **you** are named as a guarantor**.**
territorial limit	England, Scotland and Wales.
we, us, our	Auto Legal Protection Services Ltd (Alps), who administers and manages this policy on behalf of the **insurer**.

Insured incidents

you, your	The person named in the schedule who: a) has purchased this policy; b) resides in the **United Kingdom;** c) is liable to pay any **rent arrears or dilapidations** on behalf of the **tenant** under a guarantors' covenant/agreement signed prior to commencement of the **tenancy agreement**.

Important note: The following cover only applies after you have reported a claim to us and if we have been unable to resolve your dispute. Please refer to page 5 for further details of our service and the steps you should take if you are pursued for rent arrears or dilapidations.

Guarantor Legal Representation and Indemnity

What you are covered for:

a) **Adviser's costs and expenses** to defend **your** legal rights in a dispute:

1) with the **landlord** or **agent**;
2) with the other occupants of the **landlord's** property and/or their guarantors;

about **your** liability for **rent arrears** or **dilapidations**.

b) If **we** agree to cover **your** dispute under section **a)** and the **rent arrears** or **dilapidations** remain unpaid 21 days after **we** have accepted **your** claim, **we** will pay the **landlord** or **agent** the amount due, less:

1) **your share**; and
2) any tenancy deposit taken by the **landlord** or **agent**;

up to the **limit of indemnity**.

Please note that:

1) the dispute must be reported to **us** within 7 days of the **landlord** or **agent** contacting **you** to request payment of **rent arrears** or **dilapidations**;
2) **we** may decide to pay an amount towards **rent arrears or dilapidations** in preference to paying **adviser's costs and expenses**, depending on respective costs and **reasonable prospects of success** of each option;
3) **you** must give **us** all the documents **we** ask for within 21 days of reporting **your** claim;
4) **we** will not pay any claim if **you** have jeopardised a successful defence or incurred additional **adviser's costs and expenses** by a delay in either reporting **your** claim or in providing documentation or further information requested by Guarantor Insure;
5) **we** will attempt to recover, in **your** name, any **rent arrears** or **dilapidations** paid under this policy from other tenants or guarantors;
6) **we** will not pay **rent arrears** or **dilapidations** which:
   - *a.* total less than £150;
   - *b.* can be deducted from a deposit paid under the **tenancy agreement**;
   - *c.* fall within the **tenant's** own proportionate **share**, as specified in the **tenancy agreement**;
   - *d.* **we** do not agree that **you** are otherwise liable to pay under the terms of the **tenancy agreement**.

General exclusions applying to the whole policy

There is no cover for:

1) **claims arising before this policy started**

   Any event or dispute which **you** were aware of, or should reasonably have been aware of, which could give rise to a claim under this policy and existed or happened before this policy first started.

2) **tenancy agreements starting before this policy started**

   Any disagreement which arises within the first 90 days of the first **period of insurance** if the **tenancy agreement** started before the first **period of insurance**.

3) **costs incurred and legal action we have not authorised**

   a) Any **adviser's costs and expenses** or other costs incurred:

   1) before **we** have accepted a claim; and/or

   2) which **we** have not authorised in advance.

   b) Any action taken by **you** which **we** or the **appointed adviser** have not agreed to.

4) **fines and court awards**

   a) Fines, compensation, damages or penalties awarded against **you**.

   b) Any costs **you** are ordered to pay by a court of criminal jurisdiction, except if **we** have agreed to indemnify **rent arrears** or **dilapidations.**

5) **wilful acts**

   Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by **you**.

6) **judicial Review and challenges to legislation**

   a) Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries.

   b) Any challenges to current or proposed legislation.

7) **freehold, leasehold and rent reviews or assessments**

   Any claim relating to:

   a) purchasing a freehold or extending a leasehold;

   b) registering, reviewing or assessing rents or matters relating to Land Tribunals, Leasehold Valuation Tribunals, Rent Tribunals or Rent Assessment Committees.

8) **disputes with us, the insurer or the appointed adviser**

   Any claim made against **us**, the **insurer** or the **appointed adviser** (please also refer to **General conditions applying to the whole policy 9**).

9) **war, terrorism, radioactive contamination and pressure waves**

   Any claim resulting directly or indirectly from or in connection with:

   a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;

   b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;

   c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;

   d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

10) **cyber incident**

    We 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 program, malicious code, computer virus or process or any other electronic system.

General conditions applying to the whole policy

You must keep to these conditions as failure to do so may lead to **us** refusing a claim, withdrawing from a claim or cancelling this policy (please refer to **condition 11**).

1) Your obligations

You must:

a) keep to the terms and conditions of this policy;

b) take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and

c) supply **us** with honest and accurate information when asked to do so.

2) Appointment of an appointed adviser

a) If **we** accept **your** claim, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.

b) If **your** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (if **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **you** are free to nominate a law firm or suitably qualified representative to act as the **appointed adviser**.

c) Any law firm or suitably qualified representative nominated by **you** must agree to represent **you** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most **we** will pay is no more than the amount **we** would have paid to **our** own choice of **appointed adviser**.

3) Conduct of the claim

a) You must:

1) co-operate fully with **us** and the **appointed adviser** and provide any relevant information, documentation and evidence in connection with a claim when asked to do so; and

2) keep **us** and the **appointed adviser** fully informed of any developments and instruct the **appointed adviser** to provide **us** with any information **we** ask for.

b) You must not:

1) act in any way which obstructs **us** or the **appointed adviser** or hinders the progress of a claim; and

2) incur any **adviser's costs and expenses** or any other costs or amounts without **our** consent.

c) We can:

1) contact the **appointed adviser** at any time and have access to all documents and information regarding **your** claim;

2) withdraw funding for a claim and pursue **you** to recover **adviser's costs and expenses** or other costs or amounts already paid, if **you** pursue or withdraw from that claim without **our** consent or do not pass on any instructions to the **appointed adviser**;

3) withdraw funding for a claim if **you** dismiss the **appointed adviser** without **our** consent and there is no valid cause to do so, or if the **appointed adviser** refuses to continue acting for **you** with **our** consent and there is valid cause to do so; and

4) withdraw funding for a claim if at any time **we** believe **reasonable prospects of success** are no longer present. **We** will still pay any **adviser's costs and expenses** or other costs or amounts **we** have agreed to, prior to **reasonable prospects of success** no longer being present.

4) Claims settlement

a) You must tell **us** immediately if **you** get an offer to settle a claim. **You** must not enter negotiations to settle the claim without **our** prior consent.

b) If **you** refuse a fair and reasonable offer to settle a claim, **we** will be entitled to withdraw funding for that claim and **we** will pay no further **adviser's costs and expenses** or other costs or amounts.

c) We may decide to settle a claim by paying the reasonable value of that claim instead of pursuing, defending or continuing with any action in court. In such cases **we** may decide to pursue the other party for the amount **we** have paid to **you** and **you** must allow **us** to take over and continue the claim in **your** name and provide **us** with any information in support of this action.

5) Costs recovery and assessment of costs

You must:

a) take all reasonable steps to recover **adviser's costs and expenses** or other costs or amounts and pay such sums recovered to **us**;

b) tell the **appointed adviser** to have **adviser's costs and expenses** taxed, assessed and audited if **we** ask for this. If it is established that **adviser's costs and expenses** or any other costs have been billed which have not been agreed by **us**, **we** reserve the right to refuse to pay these unauthorised costs.

6) Appealing the outcome of a claim

Appeals regarding the outcome of an **insured incident**, either made by or against **you**, must be notified to **us** as soon as possible and within 10 days of the deadline for any appeal. **Reasonable prospects of success** must still be present in order for an appeal to be considered.

7) Other insurance and apportionment of costs

If **you** have another policy that would also cover **your** claim, **we** only have to pay **our** share of the claim. So that **we** can recover any money that is more than **our** share of the claim, **you** must:

- tell **us** that **you** have the other policy, and
- give **us** full details of it, and
- let **us** take all necessary steps to enforce it in **your** name.

8) Obtaining a legal opinion

We may require **you**, at **your** own expense, to obtain an independent opinion from a barrister or other expert agreed between **you** and **us** over a claim's merits, financial value or **reasonable prospects of success**. If the opinion supports **you** and there are clear merits in proceeding with that claim, **we** will reimburse the costs **you** incurred in getting that opinion.

9) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service as long as **you** are eligible to complain.

If the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process if disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by **you** and **us**. If **we** are not able to agree on the appointment of an arbitrator with **you**, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require **you** or **us** to pay the costs.

10) Your cancellation rights

a) Cooling-off period

You can cancel this policy, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later.

To do this **you** must notify the person who sold **you** this policy. **You** will be entitled to a full refund of premium paid as long as **you** have not made a claim during the current **period of insurance**.

b) After the cooling-off period

You can cancel this policy at any other time but there will be no entitlement to a refund of premium.

11) Our cancellation rights

a) General

We can cancel this policy at any time, if there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, for example:

1) **you** have not co-operated with **us** or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a claim or administer this policy; and/or
2) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

12) Fraudulent claims or misleading information

If **you** (or anyone acting for **you**) make a claim that is fraudulent, exaggerated on purpose or trying to mislead **us**, **we**:

- do not have to pay the claim.
- can recover (from **you**) any payments **we** have already made for that claim.
- can cancel **your** policy from the time of the fraud.
- can tell the police of the fraud.

If **we** cancel the policy, **we** will not pay claims for any incident that happens after that. **We** do not have to return any premium **we** have received.

General conditions applying to the whole policy (continued)

13) The Contracts (Rights of Third Parties) Act 1999

This Act does not give anyone who is not a party to this contract any right to enforce any of the contract's terms. However, this does not affect a right or remedy they might have which exists or is available for any other reason.

14) Choice of law and Acts of Parliament

a) Unless otherwise agreed by **us** in writing, this policy is governed by the laws applying to England and Wales.

b) Any Acts of Parliament or Statutory Instruments referred to in this policy shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

15) You must give us the information we ask for

When **we** look at an application for a policy**, we** rely on the information in it. **You** must take reasonable care to give full and accurate answers to the questions **we** ask. This applies when **you** buy a policy or make changes to it. If **you** don't give **us** full and accurate answers, this can affect **your** cover. For example, the law may allow **us** to:

- cancel the policy from the date it started and refuse to pay any claim, or
- not pay a claim in full.

We will write to **you** if **we**:

- plan to cancel the policy, or
- need to change the policy terms, or
- need **you** to pay more for the policy.

If **you** realise that **you** have given answers that are not full or accurate, **you** must tell **us**.

16) Sanctions

We do not have to provide cover or benefits, pay any claim or give any refund if **you**, or any person acting on **your** behalf:

- are subject to, or
- do (or don't do) something that exposes AmTrust Specialty Limited, or any company in the AmTrust group, to

any sanction, prohibition or restriction under United Nations resolutions, or sanction, law or regulation of the European Union, United Kingdom, the USA or any other government or regulatory authority.

If this happens, **we** can also cancel the policy with immediate effect by writing to **you**.

General information

The insurer

AmTrust Specialty Limited is the insurer for this policy. It is:

- authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its financial services register number is 202189.
- registered in England & Wales under company number 01229676.

Its registered office is at:

Exchequer Court,
33 St Mary Axe,
London EC3A 8AA,
United Kingdom

General conditions applying to the whole policy (continued)

The Financial Services Compensation Scheme (FSCS)

AmTrust Specialty Limited is covered by the FSCS. **You** may be able to get compensation from the FSCS if AmTrust goes out of business and can't meet its commitments under this contract. This might, for example, be a claim that it cannot pay, or a refund it owes **you**. **You** can get more details from:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

☎ 0800 678 1100 (calls are free) or 020 7741 4100

💻 www.fscs.org.uk

Privacy and Data Protection Notice

1. Data Protection

Auto Legal Protection Services 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 https://www.alpsltd.co.uk/

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. 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.

6. 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, please see website for full address details.

General conditions applying to the whole policy (continued)

The Insurer's Data Protection Notice

AmTrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For full details visit the website at www.amtrustinternational.com/dpn

What AmTrust does with your personal information

There are different reasons for using **your** information. AmTrust will need it to:

- give **you** this policy.
- contact **you** to ask if **you** want to continue with the policy.
- protect both **you** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer **you** this policy.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

You can ask AmTrust to:

- provide **you** with the information it has about **you.**
- restrict or stop processing **your** information on certain occasions.
- correct any mistakes and update **your** information.
- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your** policy.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your** policy ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website - www.amtrustinternational.com/dpn

What to do if you have a complaint

We are committed to providing **you** with the highest standard of service and customer care. We realise however, that there may be occasions when **you** feel that **you** did not receive the standard of service you expect.

We hope **you** will be completely happy with this insurance but if something does go wrong, **we** would like to know about it.

We will do our best to resolve the issue and make sure it doesn't happen again. This complaints procedure does not affect **your** statutory rights.

Complaints about the Sale of this Insurance
If **you** have any concerns regarding the sale of this insurance, please contact **your** insurance broker.

Complaints about the administration of this policy or a claim
Auto Legal Protection Service Limited (Alps) aim to give our insured a high level of service at all times. However if **you** have a complaint about **your** policy please contact:

Alps, Sunnyside Mill, Highfield Road, Congleton, Cheshire CW12 3AQ.
Telephone: 01260 241555
Email: complaints@alpsltd.co.uk

We will contact **you** and handle **your** complaint on our behalf. **We** will contact you within three working days of receiving **your** complaint to inform **you** of what action is being taken. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take longer than four weeks **we** will tell **you** when **you** can expect an answer.

If **you** are unhappy with the response to your complaint, or **you** have not received a response within 8 weeks of the date **your** complaint was received, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving a final response from the insurers, or from **us** on their behalf. Further information can be found at: www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when the insurer has not been able to resolve matters to **your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)
Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **you** have to take action against **us**.