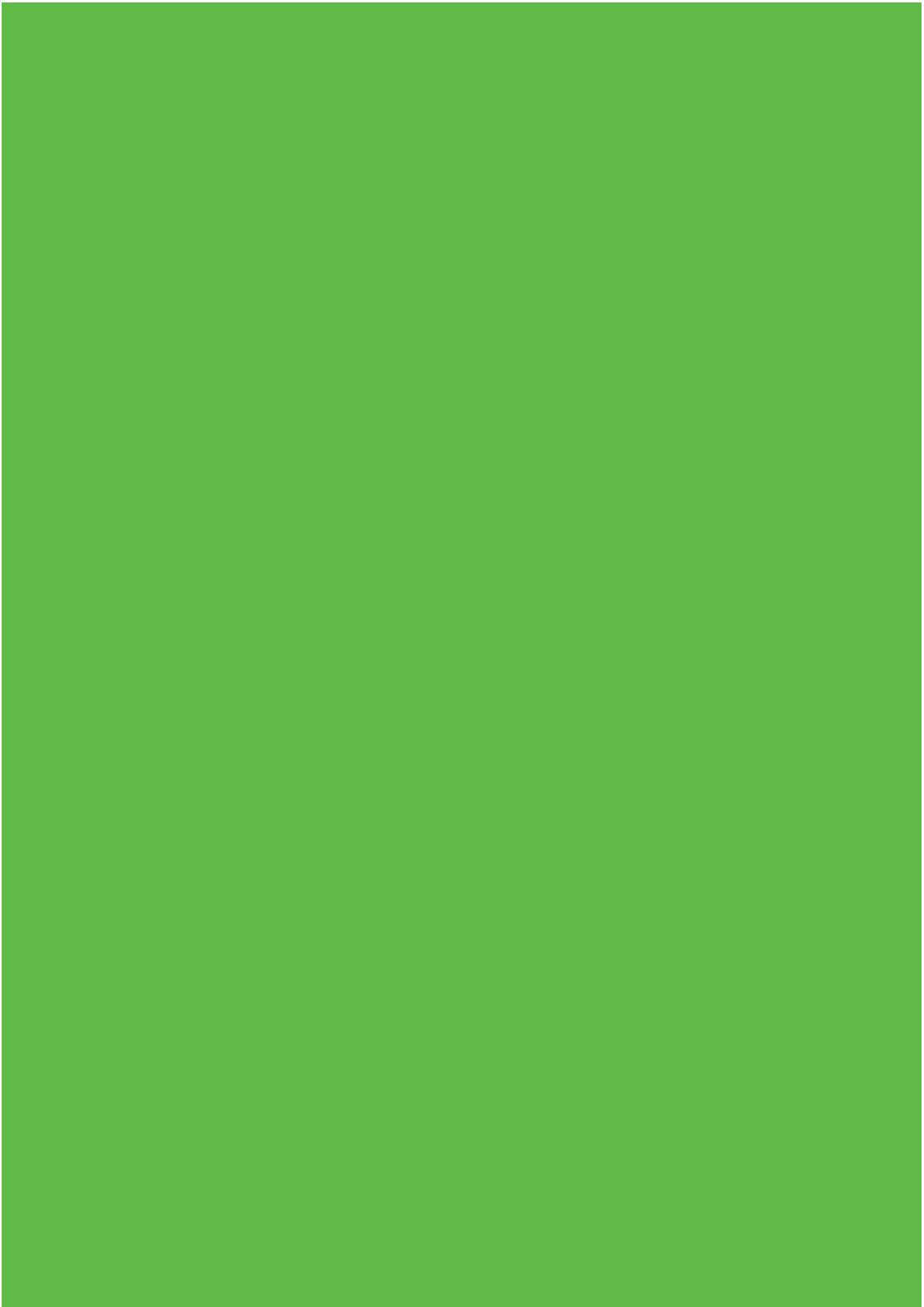


# Personal Identity Theft Policy Wording

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## Personal Identity Theft – Policy Wording

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## Personal Identity Theft – Policy Wording

Arranged by Motor Plus Ltd (trading as Family Plus) and UK Underwriting on behalf of:

Inter Partner Assistance, The Quadrangle,  
106-118 Station Road, Redhill, Surrey,  
RH1 1PR. Registered No: FC008998.

UK Underwriting Limited and Motor Plus Ltd are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's Website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on **0845 606 1234**.

Inter Partner Assistance is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium and part of the worldwide AXA Group. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulatory activities are miscellaneous Financial Loss, Legal Expenses and Assistance.

Inter Partner Assistance is a member of the Association of British Insurers.

### Definitions

#### Administrator

Motorplus Ltd trading as ULR, Kircam House,  
5 Whiffler Road, Norwich NR3 2AL

#### Claim

A request for payment of *legal expenses* or other expenses covered within this policy.

#### Documents

Papers or other items containing references to the *insured's* identity including, but not limited to the following:

- Passport
- Driving licence
- Credit, debit and bank cards
- Share certificates
- National Insurance number
- Birth certificate
- Bank account and ISA details
- Building Society account details
- Insurance *documents* – motor, home, travel and life
- Utilities account numbers
- Membership number of professional bodies

#### Identity Theft

The theft of personal data or *documents* relating to the *insured's* identity which results:

- a) In their fraudulent use to obtain money, goods or services and/or;
- b) In the *insured* incurring expense to:
  - i. stop further fraudulent use;
  - ii. replace such *documents*;
  - iii. restore their credit rating and bank/mortgage/loan accounts;
  - iv. amend or rectify records regarding the *insured's* true name or identity.

#### Insured

The person who has taken out the policy, having paid the appropriate premium.

#### Insurer

UK Underwriting Limited on behalf of Inter Partner Assistance, The Quadrangle 106-118, Station Road, Redhill, Surrey, RH1 1PR. Registered No: FC008998.

#### Legal Expenses

Legal fees, costs, and other professional charges

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which the *insurer* has agreed to fund, reasonably and necessarily incurred by the *administrator* or other parties.

### Limit of Cover

The maximum amount payable by the *insurer* in respect of any one claim and for all claims made during any *period of insurance* in respect of the *insured*. The limit of cover is £10,000.

### Loss

Irrecoverable financial loss and *legal expenses* incurred with the consent of the *administrator* arising from *identity theft*.

### Loss of Income

- a) Actual personal income reasonably lost due to time taken off from the *insured's* work and away from the *insured's* work premises, solely as a result of the *insured's* efforts to amend or rectify records regarding the *insured's* true name or identity as a result of an *identity theft*.
- b) Compensation for annual leave taken by the *insured* (including discretionary days, floating holidays, and paid personal days but excluding sick days) where such leave is reasonably taken solely to pursue the amendments or rectification of records regarding the *insured's* true name or identity as a result of an *identity theft*.

### Motor Vehicle

A motorised vehicle designed for use on a public road (as defined in the Road Traffic Act 1988 or any replacement legislation thereof) and built in accordance with the appropriate construction and use regulations, including but not limited to, motor cars, commercial vehicles, motor cycles, mopeds, motor scooters, public service vehicles, vehicles designed to operate as tools of trade, coaches or minibuses.

### Period of Insurance

The period for which the *insurer* has agreed to provide this insurance for the *insured* as shown on the membership confirmation issued to the *insured*.

### Permanently Resident

The *insured* lives in the UK for at least 46 weeks of the year.

## What This Policy Will Cover

For the insurance cover to apply:

- The *insured* must be 18 years or over;
- The *insured* must be *permanently resident* in the United Kingdom, the Channel Islands or the Isle of Man.

The advice given by the *administrator* will concentrate on the fraudulent use of the *insured's* identity in the United Kingdom, Channel Islands and the Isle of Man.

Where possible, the *administrator* will give advice to help prevent fraudulent use of the *insured's* identity abroad. However, the information supplied may be limited.

### Section 1: Identity Theft Expense Cover

In the event that the *insured* is the subject of *identity theft*, this policy will provide cover up to a maximum of £10,000 for:

*legal expenses* incurred in:

- i. defending the *insured's* identity and reinstating the *insured's* credit status;
- ii. defending the *insured* against actions incorrectly brought by merchants and collection agencies as a consequence of the *identity theft*;

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- iii. removing wrongly recorded civil or criminal judgements;
- iv. challenging the accuracy of credit files and other financial records;
- v. preparing a Fraud Investigation Report using a Fraud Investigator appointed by the *insurer*, which may be required;

and also

- vi. expenses such as the cost of telephone calls, postage and costs in resubmitting loan applications or statutory declarations, reasonably incurred by the *insured* in trying to rectify their identity in the event of *identity theft*;
- vii. *loss of income* incurred by the *insured* as a direct result of taking time away from work as a consequence of *identity theft*.

### Additional Services

In addition to the insurance cover detailed in this policy wording, the *administrator* will provide services designed to minimise the chance and counter the effects of identity fraud for individuals.

In addition to advice line support, where the *insured* has access to ID Fraud experts, the *administrator* will provide the following services:

#### Prevention

A dedicated website with tips and advice encouraging good practice and that gives advice on protecting the identity of scheme members.

#### Identification

Access to the *insured's* credit reports with enhanced on-going monitoring of the *insured's* credit files. Alerts will be provided if there is any change to the *insured's* credit rating.

#### Rectification

If an incidence of identity fraud is identified the *insured* will be able to get advice and assistance to stop the ongoing fraud, reduce the risk of further incidents and rectify damage caused to files held at credit reference agencies.

These services run in conjunction with the scheme insurance.

Details of how to access the advice line and website are provided on the membership confirmation.

### What This Policy Will Not Cover

The *insurer* will not pay *legal expenses*, *loss of income*, *loss* or *liability* arising from or relating to:

- i. replacement of any item or credit obtained as a result of fraudulent use of the *insured's* identity;
- ii. any business pursuits or the theft of a commercial identity;
- iii. the use of any *motor vehicle* bought, leased or hired by fraudulent use of the *insured's* identity, where civil or criminal action is, or has been, taken against the *insured*;
- iv. authorised charges that the *insured* has disputed based on the quality of goods or services;
- v. theft of the *insured's* identity by a family member who lives with the *insured* at the *insured's* home address;
- vi. the amount of any *claim* which exceeds the *limit of indemnity* in any 12 month period;
- vii. any *claim* not agreed in advance by the *administrator*;

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- viii. authorised account transactions or trades that the *insured* has disputed, or is disputing, based on the execution (or non-execution) of electronic transfers, trades or other verbal or written instructions or directions;
- ix. any expenses, *loss of income* or *loss* that was not incurred or did not commence during the *period of insurance*;
- x. an incident of *identity theft* for which the *insured* does not have a police crime reference number.

### General Conditions

#### 1. Contribution

If the *insured* has any other valid insurance which would apply in the absence of the benefits provided under this Policy, then this Policy shall only contribute its rateable proportion to the cost involved.

#### 2. Subrogation

If any settlement is made by the *insurer* to an *insured* under the terms of this policy, the *insured* grants to the *insurer* all rights of recovery that the *insured* would have had against any parties from whom a recovery may be made and the *insured* will take all reasonable steps to preserve and not to prejudice such rights.

#### 3. Rectification of the insured's credit profile

In assisting the *insured* to rectify errors contained within their credit profile, the *administrator* will take all action reasonably and legally possible under the Laws of the United Kingdom, Channel Islands or Isle of Man (as applicable). There may be occasions which are due to events beyond

the *administrator's* control, where the *insured's* credit profile cannot be fully rectified.

#### 4. Claims of confidentiality or proprietary rights

The *insured* consents to the *administrator* acting on their behalf using confidential information passed to the *administrator* by the *insured* or discovered by the *administrator* on investigation into the *insured's* *identity theft*.

#### 5. Register of Claims

In the event of an insurance *claim*, any information that the *insured* gives to the *administrator* may be included in a register of claims through which insurers share information to prevent fraudulent *claims*. A list of participants and the name and address of the operator are available from the *administrator*.

#### 6. Limit of liability for information provided by third parties

The *administrator* makes no warranty or guarantee that the services relating to the credit reports will be uninterrupted or error-free. Most of the data provided to the credit reference agency will have been provided by third parties and the *administrator* will not be liable for any loss or damage arising from any inaccuracies, faults or omissions in, or the provision of, the data unless caused by the *administrator's* negligence or wilful default or arising under the provisions of the Data Protection Act 1998.

#### 7. Cancellation

This policy may be cancelled at any time by the *insured* giving immediate written notice to The Green Insurance Company. The *insurer* or The Green Insurance Company may also cancel this policy by giving 7 days written notice to the

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*insured*. The *insured* will be entitled to a full refund of premium if the policy is cancelled within the first 14 days. No refund of premium will be offered if the policy is cancelled after the first 14 days. There will be no refund of premium if the *insured* has notified a *claim* during the *period of insurance*.

### General Exclusions

The *insurer* will not pay *legal expenses, loss of income or loss* arising from or relating to:

- i. a *claim* not notified to the *insurer* within 30 days of when *insured* became, or should reasonably have become aware of the event
- ii. a *claim* reported outside the *period of insurance*
- iii. a *claim* event relating to a non UK based bank or credit arrangement
- iv. fees and costs incurred before written acceptance of a *claim*
- v. patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
- vi. any consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority
- vii. the failure of computer, data processing and any other electrical equipment or component, including microchips, integrated circuits and similar devices and/or any software to recognise, interpret or process any date as its true calendar date
- viii. disputes relating to written or verbal remarks, which damage the *insured's* reputation
- ix. causes of action intentionally brought about by the *insured*
- x. a time before the *insurer* agrees to pay them or where the *insured* pursues or defends a case without the agreement of the *insurer* or in a different manner to or against the advice of the *administrator*
- xi. any claim where the *insured*, in the reasonable opinion of the *insurer*, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the *administrator* or withdrawing from the case
- xii. any dispute with the *administrator* or *insurer*.

Please note that the rights conferred by the Third Parties (Rights Against Insurers) Act 1930 are specifically excluded from applying to this policy.

### Making a Claim

*Claims* should be made in writing or by contacting the Advice Line, as soon as is reasonably practical:

Motor Plus Ltd  
Kirkham House,  
Whiffler Road,  
NORWICH  
NR3 2AL

Advice Line: 0800 008 6726  
Fax: 01603 420010

### Claim Conditions

- i. The *insured* must inform the police, relevant banks, building societies, payment and store card issuers or any other

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- organisation through which the *identity theft* is being (or may be) carried out as soon as possible. This should be within 24 hours of discovering that the *insured's* identity may have been lost or stolen and/or used for fraudulent purposes. The *insured* must obtain a Police crime reference number.
- ii. The *insured* must arrange to be registered with CIFAS (the UK's fraud prevention service). The *administrator* will help the *insured* to do this.
  - iii. The *insured* must request a statutory credit report from each of the credit reference agencies in the United Kingdom. The *administrator* will provide instructions on how to do this.
  - iv. The *insured* must get authorisation from the *administrator* before incurring any expense, and must take all reasonable steps to keep costs and expenses as low as possible and, where possible, prevent any continued use of stolen identity.
  - v. The *administrator* has sole control of any legal costs and all related negotiations. The *insured* must make no admission or settlement and must not enter into any correspondence or exchange of communications about the claim without the *administrator's* prior authorisation. The *insured* must give the *administrator* all assistance, documents, information and authority including performing all actions and/or deeds, necessary for them to perform their obligations under this insurance.
  - vi. The *insured* must keep receipts, bills and other records to prove the amount of any loss or expenditure. The *administrator* will not be able to reimburse without proof of expenditure.
  - vii. The *insured* must keep all letters and documents received from any third party involved in the *insured's* claim for *identity theft*.

### Information on CIFAS

CIFAS, the UK's fraud prevention service, is a non-profit-making organisation dedicated to the prevention of financial crime. Among other initiatives, CIFAS helps prevent the misuse of individuals' identities through the sharing of information and the use of identity protection tools.

The organisations that co-operate with CIFAS are committed to sharing information and expertise to develop best practice in the field of fraud prevention. The company is managed by a board of directors. The voting directors are elected by the membership. The company also works closely with the National Consumer Council, The Information Commissioner, The Office of Fair Trading and the Police. More information can be obtained from the CIFAS website – [www.cifas.org.uk](http://www.cifas.org.uk)

### Complaints

It is our intention to give you our best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact the Chief Executive Officer of Motor Plus Ltd. The contact details are:

Motor Plus Ltd  
Kirkham House,  
Whiffler Road,  
NORWICH  
NR3 2AL

Telephone: 01603 420 000  
Fax: 01603 420 010

## Personal Identity Theft – Policy Wording

Please quote your policy number in all correspondence to help us give you a quick and efficient response.

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

The Claims Manager  
UK Underwriting Ltd  
2 Gibraltar House  
Bowcliffe Road  
Leeds  
LS10 1HB

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. You may contact the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: 0845 080 1800  
Fax: 0207 964 1001

Please note you have six months from the date of our final response in which to refer your complaint to the FOS. Referral to the FOS will not affect your right to take legal action against us.

## Compensation Scheme

IPA SA is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim.

Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.



TGIC/PIDT/0909

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1 Masterton Way  
Tannochside Business Park  
Uddingston G71 5PU.

Registered in Scotland  
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Tannochside Business Park  
Glasgow G71 5PU

The Green Insurance Company is an insurance intermediary, authorised and regulated by the Financial Services Authority. For your protection and ours, calls may be recorded.

[www.greeninsurancecompany.co.uk](http://www.greeninsurancecompany.co.uk)

