

# Personal Identity Theft Policy Wording

insurance  
green and simple

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## Statement of Demands and Needs

This product meets the demands and needs of those who wish to insure against the cost and inconvenience caused by identity theft.

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as ULR Norwich) and is underwritten by UK Underwriting Limited on behalf of:

Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Fortis Insurance Limited 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

## 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

### Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

### 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 Fortis Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer.

### Legal Expenses

Legal fees, costs, and other professional charges which the insurer has agreed to fund, reasonably and necessarily incurred by the administrator or other parties.

# Personal Identity Theft – Policy Wording

## 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.

## Micro-Enterprise

An **enterprise** which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.

## 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 person lives in the UK.

## 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:

- 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;
- 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 cover in any 12 month period;
- vii. any claim not agreed in advance by the administrator;
- 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 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.

### 8. Applicable Law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

## 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 6713**  
Fax: **01603 420010**

## Claim Conditions

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

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. This also applies if you are insured in a business capacity as a [Micro Enterprise](#), or a charity with an annual income of less than £1million, or are a trustee of a trust with a net asset value of less than £1million. 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

Your insurer is covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if they are unable to meet their obligations to you. Further information about this is available from the Financial Services Authority or the FSCS.

The contact information is: The FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN

Tel: 0207 892 7300

E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## Data Protection Act 1998

Motorplus Limited does not pass any personal data about you to any third parties. When you apply for insurance and/or make a claim, you will be required to disclose relevant personal data about yourself to Motorplus Limited or their agents, including data which is deemed “sensitive” under the Data Protection Act 1998. Your explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when you make a claim. Please note that any information that you provide to Motorplus Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Motorplus Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

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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)

