

## Driving Ban Assistance - Full Policy Wording

### Demands and Needs

This product meets the demands and needs of those individuals who may incur costs in taking alternative transportation whilst they are temporarily prevented from driving because of temporary disqualification as a result of the aggregation of points on their UK driving licence and wish to have an insurance arrangement that may respond to such transportation expenses incurred. Please see below for coverage details and policy conditions. This statement does not form part of your Policy Wording.

### This insurance is arranged and administered by Citymain Administrators Limited on behalf of AmTrust International Underwriters Limited.

AmTrust International Underwriters Limited, an insurance company established in Ireland, is authorised and licensed by the Financial Regulator in Ireland and is regulated by the Financial Services Authority for the conduct of UK business under FSA registration number is 203014. AmTrust International Underwriters Limited is registered in The Republic of Ireland, registration number 169384, registered office 123 Lower Baggot Street, Dublin 2, Ireland.

### Citymain Administrators Limited

This insurance has been arranged by and is administered by Citymain Administrators Limited, P.O. Box 116, Ryde, PO33 2WX which is 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.

Citymain Administrators Limited receive premiums, pay claims and handle monies as an agent of the Insurer (AmTrust International Underwriters Limited).

In consideration of the Insured (being the individual named as such in the Policy Schedule) having purchased this Insurance Policy underwritten by AmTrust International Underwriters Limited (hereinafter called "the Insurer"), and the Insured having paid the appropriate premium (being the premium confirmed in the Policy Schedule), the Insurer agrees to indemnify the Insured in accordance with and subject to the Benefits, Terms, Conditions and Exclusions (what is not covered) set out herein. The Insurance contract comes into force when the Insured has received their confirmation email and a copy of the full Policy Wording is available on the Driving Ban Assistance website. Confirmation of the insurance set-up and policy schedule, together with a copy of the full Policy Wording and Policy Summary shall also be posted to you. Please ensure that the policy schedule is kept in a safe place together with the full Policy Wording. Please check that the information contained in the policy schedule is correct and meets **Your** requirements. If it does not, please contact the **Administrator** who issued **Your** documents.

### WHAT IS COVERED?

The Insurer will pay the Insured the amount of benefit shown in the Policy Section headed "Benefits", for a period not exceeding six months, if during the **Period of Insurance** stated in the Policy Schedule, the Insured has been temporarily disqualified from driving as a result of the aggregation of points on their UK driving licence (so called "totting up") under the provisions of any legislation for offences that carry a penalty of three points or less under legislation in force in the United Kingdom, the Channel Islands and the Isle of Man; subject to the full terms and conditions of this Policy (see below for further details).

### PROVIDED THAT:

- (i) the Insurer shall only pay the amount of benefit shown in the Policy Section headed "Benefits" to the Insured for the period during which the Insured is temporarily prevented from driving; Subject to: the Insured supplying the Insurer with such satisfactory evidence as the Insurer may require which duly supports the period of disqualification as stated by the Insured;
- (ii) the Insurer shall only be liable to make a claim payment for an Insured in respect of any one period of disqualification and PROVIDED FURTHER that the Insurer's maximum liability shall not exceed the Maximum Benefit stated in the Policy Section headed "Benefits";

### DEFINITIONS:

- (i) "**Period of Insurance**" commences at the time of purchase, subject to correct details being provided by the Insured in completion of the application process and continues by periods of one month upon receipt of the Insured's monthly premium.
- (ii) "**Insured/You/Your**" means a holder of a current full driving licence valid in the United Kingdom, the Channel Islands or the Isle of Man named on the Policy Schedule subject to payment of the appropriate premium by the Insured. The premium payments will be collected by Citymain Administrators Limited by Direct Debit as an agent of the Insurer.
- (iii) "**Insurer**" means AmTrust International Underwriters Limited.
- (iv) "**Administrator**" means Citymain Administrators Limited whose address for the purposes of administration of this Policy is: P.O. Box 116, Ryde, PO33 2WX.
- (v) "**driving licence**" means a full driving licence valid in the United Kingdom, the Channel Islands or the Isle of Man
- (vi) "**penalty points**" means the points a court may impose for an offence(s) and for which a code is recorded on a driving licence from information supplied by the courts.
- (vii) "**totting up**" - If the total of penalty points reaches 12 or more within 3 years, the driver is liable to be disqualified under the 'totting up' procedure.
- (viii) "**motor vehicle**" means a motor vehicle for the carriage of passengers, having no more than eight passenger seats and with a gross vehicle weight not exceeding 3500kg. Motor vehicle under the terms of this Policy does not include invalid carriages.

### WHAT IS NOT COVERED?

The Insurer shall be under no liability to pay benefit under this Policy:

1. if the Insured:
  - (a) has not attained the age of 18 years; or
  - (b) is not the holder of a current full driving licence valid in the United Kingdom, the Channel Islands or the Isle of Man; or
  - (c) has not held a full driving licence valid in the United Kingdom, the Channel Islands or the Isle of Man for a period of at least two years (24 months); or
  - (d) is not permanently resident in the United Kingdom, the Channel Islands or the Isle of Man.
2. if the incident from which any claim arises occurs before the commencement date of this Policy as shown in the Policy Schedule.
3. in respect of any claim arising outside the United Kingdom, the Channel Islands or the Isle of Man.
4. if the Insured has at the commencement of this Policy:
  - (a) been served with a complaint, summons or other process alleging an offence which may on conviction result in their penalty points exceeding twelve;
  - (b) during the previous 12 months been disqualified from driving by reason of penalty points endorsed on their driving licence totalling twelve or more;
  - (c) during the previous 12 months been disqualified from driving for any other reason.
5. for that period of disqualification which exceeds six months;
6. costs incurred as a result of the Insured being temporarily or permanently prevented from driving as a result of a criminal offence incurring more than 3 penalty points, or a criminal offence that receives an endorsement reference beginning with AC (Accident Offences), BA (Disqualified Driver), CD (Careless Driving), DD (Reckless/Dangerous Driving), DR (Drink or Drugs), IN (Insurance Offences), LC (Licence Offences), MS (Miscellaneous Offences), UT (Theft or Unauthorised Use).
7. if the premium in respect of this Policy has not been paid by the Insured.
8. if the Insured is not legally entitled to drive the motor vehicle that was being driven at the time of the incident(s) giving rise to the claim.
9. costs for alternative transport arrangements that are not reasonable and do not represent the most economical option available.

### BENEFITS:

This insurance is available at a premium of £5.99 per month (including 5% Insurance Premium Tax) subject to the Insured having no more than a maximum of six (6) penalty points endorsed to their driving licence at the commencement date of this insurance. Where an Insured has between seven (7) and eleven (11) penalty points endorsed to their driving licence at the commencement date of this insurance the premium will be £14.99 per month (including 5% Insurance Premium Tax).

All benefits will be paid to the Insured in respect of the alternative travelling expenses incurred up to a maximum of £1,000 any one month (subject to an overall maximum Policy benefit of £6,000) upon receipt of satisfactory evidence that the Insured has been disqualified from driving in accordance with the terms, conditions and exclusions of this Policy. Please also refer to the Claims Procedure stated below for further details.

### GENERAL CONDITIONS:

The Insured must comply with the following conditions to have the full protection of this Policy:

1. The Proposal and Declaration made by the Insured in respect of this Policy are the basis of and shall form part of this Policy.
2. Liability of the Insurer hereunder shall be conditional upon the Insured observing the terms and conditions of this Policy. The Policy and Policy Schedule are to be read as one contract.
3. The Insured shall within 30 days of discovering any incident which may give rise to a claim under this Policy or upon the receipt of a complaint, summons, notice of prosecution or other communication concerning proceedings for an offence which may result in the penalty points endorsable on the Insured's license totalling twelve or more, give notice in writing to the Insurer via the Administrator (please see the "Claims Procedure" stated below). Within seven days of a request by the Insurer the Insured shall provide to the Administrator such details and documents in connection therewith as the Insurer may require. Such notification shall be sent to the Administrator at the address shown under the "Definitions" and "Claims Procedure" sections of this Policy.
4. The Insurer shall be entitled, at any time, to require the Insured to provide at their expense such evidence as the Insurer may require of any disqualification or other matter relating to any claim.
5. In the event of any claim in accordance with the terms and conditions of this Policy, the Insured shall, at the request and expense of the Insurer, take or permit to be taken all such steps as may reasonably be required by the Insurer for the purpose of enforcing any rights against or of obtaining any relief or indemnity from any person, to which the Insurer shall, upon providing to the Insured any such payment, become entitled by subrogation.
6. If, at the time of any claim under this Policy, there are any other insurances effected by or on behalf of the Insured, (or which would be effective but for the existence of this Policy) covering similar benefits insured hereunder the liability of the Insurer shall be limited to the extent of any excess beyond the amount payable (or the amount which would have become payable) under such other insurance.
7. If the Insured is or has been disqualified from driving in accordance with the cover provided by this Policy, they shall not re-qualify for renewal of this Policy until the expiration of twelve months from the date of their last conviction for the offence leading to or causing the disqualification.

8. If the monthly premium due hereunder remains unpaid after the date upon which it, or any part of it, becomes due and payable (whether or not demanded by the **Insurer** and whether or not the premium has been financed by a third party financial institution) this Policy shall be deemed to be cancelled forthwith and all claims hereunder shall be forfeited.
9. This Policy is not transferable and no premium or portion of a premium paid by the **Insured** is in any circumstances refundable, subject to Your Statutory Right of Cancellation.
10. If the **Insured** shall give false or misleading information to the **Insurer** at any time, this Policy shall become void and the **Insured** shall forfeit all privileges and entitlements under this Policy and shall have no claim whatsoever against the **Insurer**.
11. If the **Insured** shall make any claim knowing the same to be fraudulent as regard to amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.
12. Headings are included in this Policy for ease of reference only and shall not affect the interpretation thereof.
13. Payment to the **Insured** by the **Insurer** for an insured benefit shall be a valid discharge of the **Insurer's** liability.
14. Any word or expression in this Policy to which a specific meaning has been given shall bear that meaning wherever it appears and unless otherwise stated references to statutory provisions and other legislation are references to the statutes of the United Kingdom.
15. The declarations made by the **Insured** whether verbal or written are the basis of and are incorporated in this contract.
16. The **Insured** is required to take all reasonable precautions when selecting alternative transportation to ensure that such costs incurred are not significantly different from either the mode of transportation or cost of such which the **Insured** would have usually taken for the journey or a similar journey prior to the **Insured's** disqualification. Furthermore, the **Insurer** reserves the right to reduce the amount of benefit settled to the **Insured** in those circumstances where the **Insurer** considers such reasonable precautions have not been taken by the **Insured**.

#### CANCELLATION

17. **You** may cancel this insurance at any time by giving notice of cancellation, in writing or by telephone, to the **Administrator** and the cover will terminate at the end of the month for which **You** have paid **Your** premium (subject to **Your** 14 day Statutory right to cancel).  
The Policy may be cancelled by the **Insurer** at any time by giving **You** not less than 30 days prior written notice at your last known address

#### LAW

18. The Parties to this contract are free to choose the laws applicable to this insurance contract. The **Insurer** proposes to apply the laws of England and Wales and by purchasing this policy **You** have agreed to this. This Policy shall be subject to and construed in accordance with the laws of England and Wales.

#### CLAIMS PROCEDURE

Should you wish to make a claim under this Policy, please comply with the following procedures to obtain authorisation with the minimum delay. Failure to observe these procedures will invalidate **Your** claim.

##### Claims Notification:

In the event of disqualification from driving the **Insured** should contact the **Administrator** on 0844 576 2271 as soon as possible and in any event, no later than 30 days from the date of the disqualification notice. The **Administrator** will send the **Insured** a claim form. The **Insured** should complete the claim form FULLY and return it to the **Administrator** in accordance with their instructions and in any event within 30 days notifying the claim together with the following supporting documentation:

##### Step 1

1. A copy of the **Insured's Driving Licence**.
2. Documentary evidence of the disqualification period subject of the **Insured's** claim under this Policy.
3. A copy of the **Insured's** passport.

##### Step 2

The **Insurer** will then require documentary evidence of the costs incurred by the **Insured** in taking alternative travel, provided that the claim form and supporting documentation referenced in Step 1 above has been received and validated by the **Administrator**. The **Administrator** will then send to the **Insured** a Claims Expense Form for the **Insured** to complete with details of the alternative travelling expenses incurred by the **Insured** and the **Insured** should have regard to the following in completing a Claims Expense Form:

1. In the event that the **Insured** chooses to use the services of a particular nominated individual to act as the **Insured's** driver during the disqualification period, then the **Insured** will be required to provide documentation evidencing that the nominated individual is under the **Insured's** employment for the period in question, such individual is complying with both taxation and National Insurance regulations and also, that payment for the travel services provided by such individual has passed from the **Insured** to the driver.
2. In the event that the **Insured** chooses to use alternative transportation other than by employing the services of a particular nominated individual as a driver then the **Insurer** may request evidence of such transportation complying with insurance and licensing regulations.

Provided the claim has been validated, the **Insured** will receive reimbursement of the alternative travelling expenses (subject to a maximum of £1,000 any one month and a maximum Policy benefit of £6,000 in total, please refer the "Benefits" Section stated above). However, any travelling expenses submitted by the **Insured** 60 days after such expense was first incurred by the **Insured** will not be considered as part of a valid claim.

#### YOUR STATUTORY RIGHT OF CANCELLATION

**You have a right to cancel this insurance by giving written notice of cancellation within 14 days of the receipt of Your Policy Schedule together with a full Policy Wording and Policy Summary to the Administrator at P O Box 116 Ryde PO33 2WX quoting Your full name and commencement date of Your Policy. If you wish to exercise this right to cancel then you may be asked to also return Your Policy Schedule to the Administrator, P.O. Box 116, Ryde, PO33 2WX. If You do not exercise this right to cancel then Your rights and those of the Insurer to cancel this insurance cover thereafter are set out in the GENERAL CONDITIONS Section above.**

#### DATA PROTECTION ACT 1998

It is understood by **You** that any information provided to the **Administrator** and the **Insurer** regarding **You** will be processed by the **Administrator** and the **Insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

#### COMPLAINTS PROCEDURE:

It is the intention to give you the best possible service but if you do have any questions or concerns about this Insurance or the handling of Your claim **You** should in the first instance write to the **Administrator**, marking your correspondence for the attention of the Customer Relations Manager (who will arrange an investigation on behalf of the Managing Director), at the following address: : -

For the attention of the Customer Relations Manager  
Citymain Administrators Limited  
P.O. Box 116  
Ryde  
PO33 2WX

Please ensure **You** mark **Your** letter "Re. Driving Ban Assistance" and include **Your** full name, address (including post code) and contact telephone number in all correspondence to assist a quick and efficient response.

In the event you remain dissatisfied with the response, please contact the Claims Manager at AmTrust International Underwriters Limited at the following address who will investigate **Your** concerns or complaint:

Claims Manager  
AmTrust International Underwriters Limited  
PO Box 10534,  
Dublin 2  
Ireland

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Services Ombudsman. This also applies if you are a business but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Services Ombudsman at: -

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone: 0845 080 1800  
email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This does not affect your statutory rights

#### FINANCIAL COMPENSATION

**You** may be entitled to compensation from either the Financial Services Compensation Scheme (FSCS) in the UK or from the Insurance Guarantee Scheme (IGS) in Ireland if the **Insurer** cannot meet its liabilities under this policy. The level of compensation provided will depend on the circumstances of the claim. Further information is available from FSCS on +44 207 892 7300 or from the Irish Financial regulator on +353 1 410 4000.

Citymain Administrators Limited is authorised and regulated by the Financial Services Authority and is a member of the Financial Services Compensation Scheme.