



# Motor Legal Protection

Policy Wording



LEGAL PROTECTION GROUP LIMITED

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# CONTRACT OF INSURANCE

## Introduction

Thank you for purchasing Motor Legal Protection Insurance from Legal Protection Group Limited.

This insurance will provide assistance to pursue or defend **you** legal rights in a range of motoring issues including:

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• Pursuit of claims to recover uninsured losses</li><li>• Replacement vehicle following a non-fault accident</li><li>• Contract disputes involving the <b>insured vehicle</b></li></ul> | <ul style="list-style-type: none"><li>• Pursuit of claims for death or personal injury</li><li>• Defence of motoring prosecutions</li><li>• Access to 24-hour legal advice helpline services</li></ul> |
|---|--|

This is **your** Motor Legal Protection policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule. Together these documents will give **you** full details of **your** cover, which **insured incidents** are in force and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance 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 insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, 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 **Helpline Services** or make a claim.

## Our obligation to you

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

- 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
- the **insurer** will pay **adviser's costs and expenses** and/or **replacement vehicle hire costs** up to the **limit of indemnity** for any one **insured incident**.

**Provided that:**

- the **insured incident** happens in the **territorial limit**;
- the **insured incident** is reported to **us** as soon as possible and within the **period of insurance**; (if this insurance is not renewed, any claim must be reported within 14 days of the expiry of the **period of insurance**);
- the **insured incident** always has **reasonable prospects of success** which must be present throughout the duration of an **insured person's claim**; and
- any proceedings or other methods **we** agree to resolve an **insured person's claim** are dealt with by a court or other body within the **territorial limit**.

### Legal Protection Group Limited and Legal Claims Group Limited Head and Registered Office

Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Legal Claims Group Limited company number 11033103. Website: [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Eldon Insurance Services Limited (firm reference number 477112). Eldon Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

This Motor Legal Protection Insurance is underwritten by HDI Global Specialty SE UK Branch (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

## Helpline Services

**You** have access to the **Helpline Services** listed below 24 hours a day, 365 days a year. 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 (this does not apply to the **Counselling Helpline**).

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

To help **us** monitor and improve service standards, all calls are recorded, other than those to the **Counselling Helpline**.

### Personal 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 and Northern Ireland, the Isle of Man and the Channel Islands.

To use the personal legal advice helpline, please call **0344 840 6345**.

### Counselling Helpline

Provides an **insured person** with a confidential telephone counselling service on matters causing distress and anxiety. This includes onward referral to relevant voluntary or professional services who may be able to provide further support.

***Access to the telephone counselling helpline is covered by this insurance. However, any costs incurred in using these onward referral services are not covered.***

To use the counselling helpline, please call **0344 840 6344**.

Using the **Helpline Services**, where obtaining legal advice, does not constitute notification of a claim. Please refer to the **What to do if you need to make a claim** section described on **page 5**.

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

## What to do if you need to make a claim

If an **insured person** is involved in an accident which was not their fault, or a legal dispute which cannot be resolved by using **our Helpline Services** and needs to be reported as a claim under this insurance, please phone **our** dedicated claims reporting line on **0344 840 6345** which is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

### Please note the following important information:

- a) An **insured person** must report a claim to **us** on **0344 840 6345** as soon as the **insured person** becomes aware of any circumstances which could give rise to a claim under this insurance. **You** will need to provide confirmation that any other **insured person** has **your** authority to claim.
- b) If **you** have received a Notice of Intended Prosecution or other notification of a prosecution, **you** must report that claim to **us** within 10 days of receiving this notification.
- c) Be ready to provide as much information concerning the claim as possible. This may include details of any accident, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. **We** may also ask an **insured person** to provide other information relevant to the claim as part of its assessment which may also involve completing a claims form.
- d) This is a claims made insurance which means that claims must be notified to **us** during **your period of insurance**. If **your** policy expires and an **insured person's** claim is reported more than 14 days after the expiry date, **we** will not be able to assist with the claim.
- e) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to **General exclusions applying to the whole policy 1**)).
- f) Under no circumstances should an **insured person** instruct their own lawyer or legal representative or incur any costs before **we** have accepted the claim as the **insurer** 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 (where **our** chosen **appointed adviser** cannot act on the **insured person's** behalf as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on the **insured person's** behalf if **we** accept their claim.
- g) Once all relevant information has been received, an assessment of an **insured person's** claim will be conducted 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 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.
- h) If **we** are unable to cover an **insured person's** claim, then **we** will explain the reasons why and discuss any other available methods (which may be at the **insured person's** expense) to help achieve a successful outcome.

## Meaning of words and terms

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

<b>adviser's costs and expenses</b>	<p>a) Reasonable and necessary costs, fees and disbursements chargeable by the <b>appointed adviser</b> which have been agreed by <b>us</b> in accordance with <b>our standard adviser's terms of appointment</b>.</p> <p>b) Costs and disbursements incurred by the other party in civil cases if an <b>insured person</b> is ordered to pay them or pays them with <b>our</b> agreement.</p>
<b>appointed adviser</b>	The law firm or other suitably qualified person appointed by <b>us</b> to act on the <b>insured person's</b> behalf, under the terms and conditions of this insurance and in accordance with <b>our standard adviser's terms of appointment</b> .
<b>insured incident</b>	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 insurance and where <b>we</b> have agreed to provide cover under the terms and conditions of this insurance.
<b>insured person</b>	<b>You</b> and any passenger who is in or on the <b>insured vehicle</b> . Anyone claiming under this insurance must have <b>your</b> permission to do so.
<b>insured vehicle</b>	The motor vehicle which <b>you</b> are insured to drive for social domestic and pleasure use.
<b>insurer</b>	HDI Global Specialty SE UK Branch.
<b>limit of indemnity</b>	The most the <b>insurer</b> will pay for any one <b>insured incident</b> (including any subsequent appeal agreed by <b>us</b> ) is £100,000.
<b>period of insurance</b>	The period of time covered by this policy as shown in <b>your</b> schedule and any further period(s) this insurance is renewed for.
<b>reasonable prospects of success</b>	<p>For each <b>insured incident</b> there must always be more than a 50% chance that an <b>insured person</b> will:</p> <p>a) recover any losses or damages;</p> <p>b) successfully defend a claim or prosecution;</p> <p>c) succeed in reducing a sentence, penalty or a fine if they plead guilty in a criminal prosecution;</p> <p>d) succeed in enforcing a judgment or obtaining a legal remedy which <b>we</b> have agreed to; or</p> <p>e) make a successful appeal or defence of an appeal.</p> <p>In all cases <b>we</b> or a suitably qualified expert acting on <b>our</b> behalf will assess whether <b>reasonable prospects of success</b> exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.</p>
<b>replacement vehicle hire costs</b>	The cost of hiring a comparable replacement vehicle for a period agreed by <b>us</b> if the <b>insured vehicle</b> cannot be driven and needs to be repaired following a <b>road traffic accident</b> and where that responsible party has valid motor insurance and can be identified and traced.
<b>road traffic accident</b>	A traffic accident involving the <b>insured vehicle</b> which is not an <b>insured person's</b> fault and where another party is deemed responsible for causing the accident.
<b>standard adviser's terms of appointment</b>	A separate agreement <b>we</b> require an <b>appointed adviser</b> to enter into with <b>us</b> . This agreement sets out the <b>appointed adviser's</b> responsibilities and the amounts the <b>insurer</b> will pay the <b>appointed adviser</b> in respect of an <b>insured incident</b> .
<b>territorial limit</b>	<p>a) For <b>insured incident 1 d) Replacement Vehicle Hire</b> – England and Wales, mainland Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey.</p> <p>b) For all other <b>insured incidents</b> – the European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p>
<b>we, us, our</b>	<p>a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the <b>insurer</b>.</p> <p>b) Legal Claims Group Limited, who administer all claims under this insurance on behalf of the <b>insurer</b>.</p>
<b>you, your</b>	The person named in the schedule who has purchased this insurance and is responsible for insuring the <b>insured vehicle</b> .

## Insured incidents

### Insured incident 1 – Uninsured Loss Recovery and Personal Injury

What you are covered for	What you are not covered for
<p><b>a) Uninsured Loss Recovery</b> <b>Adviser's costs and expenses</b> following a <b>road traffic accident</b> to claim back losses which are not covered under <b>your</b> motor insurance policy for the <b>insured vehicle</b>.</p> <p><b>Please note that:</b> losses which may be claimed back include:</p> <ul style="list-style-type: none"><li><b>(i) your</b> motor insurance policy excess;</li><li><b>(ii) damage to the insured vehicle</b> and/or damage to any personal property in or on it;</li><li><b>(iii) the cost of repairing the insured vehicle;</b></li><li><b>(iv) the recovery of the insured person's</b> loss of earnings and reasonable attendance expenses if the <b>insured person</b> needs to attend court; and</li><li><b>(v) other out-of-pocket expenses</b> reasonably incurred.</li></ul> <p><b>We</b> will advise the type and extent of losses the <b>insured person</b> is likely to be able to recover.</p> <p><b>b) Personal Injury</b> <b>Adviser's costs and expenses</b> following a <b>road traffic accident</b> to obtain compensation for an <b>insured person's</b> death or bodily injury.</p> <p><b>c) Motor Insurers' Bureau Assistance</b> Following a <b>road traffic accident</b> where the driver at fault cannot be traced or is not insured, <b>we</b> will assist <b>you</b> in making an application for payment to the Motor Insurers' Bureau.</p> <p><b>d) Replacement Vehicle Hire</b> <b>Replacement vehicle hire costs</b> to hire a vehicle for use within the <b>territorial limits</b> following a <b>road traffic accident</b> which involves a collision between the <b>insured vehicle</b> and another vehicle.</p> <p><b>Please note that:</b></p> <ul style="list-style-type: none"><li><b>(i) the party responsible for the road traffic accident</b> must have valid motor insurance and must be identified or traced;</li><li><b>(ii) we</b> will choose the vehicle hire company and will decide the duration of vehicle hire;</li><li><b>(iii) you</b> must be able to satisfy <b>our</b> chosen vehicle hire company's age and licensing requirements and at all times abide by their terms and conditions of hire;</li><li><b>(iv) if we</b> subsequently establish that the <b>road traffic accident</b> was not entirely another party's responsibility, the <b>insurer</b> will not pay any further <b>replacement vehicle hire costs</b>;</li><li><b>(v) whilst we</b> will endeavour to source a comparable vehicle, in some circumstances this may not be possible and an alternative replacement will be provided. If this is not possible, <b>we</b> will attempt to recover losses for loss of use of the <b>insured vehicle</b>.</li></ul>	<p>Any claim relating to a contract involving an <b>insured vehicle</b>.</p>

## Insured incidents (continued)

### Insured incident 2 – Defence of Motoring Prosecutions

What you are covered for	What you are not covered for
<p><b>Adviser's costs and expenses</b> to defend <b>your</b> legal rights in a criminal prosecution for a motoring offence arising from <b>your</b> use or ownership of the <b>insured vehicle</b>.</p> <p><i>Please note that you must notify us within 10 days of receiving a Notice of Intended Prosecution or other notification of a prosecution in order to allow a reasonable period to assess the merits of the claim.</i></p>	<p>(i) Parking or obstruction offences where <b>you</b> do not receive penalty points on <b>your</b> driving licence.</p> <p>(ii) Any motoring prosecution which should be covered under <b>your</b> motor insurance policy.</p>

### Insured incident 3 – Motor Contract Disputes

What you are covered for	What you are not covered for
<p><b>Adviser's costs and expenses</b> to pursue or defend a dispute over a contract <b>you</b> have entered into for the purchase, sale or hire of the <b>insured vehicle</b> or its spare parts or accessories; or the service, repair or testing of the <b>insured vehicle</b>.</p> <p><i>Please note that:</i></p> <p>(i) the contract must be entered into in a personal capacity and not for <b>your</b> business use; and</p> <p>(ii) the amount in dispute must exceed £250 (including VAT).</p>	

## General exclusions applying to the whole policy

There is no cover for:

### 1) Claims arising before this insurance started

Any event or dispute which an **insured person** was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

### 2) Costs incurred and legal action we have not authorised

a) Any **adviser's costs and expenses, replacement vehicle hire costs** or other costs incurred:

- (i) before **we** have accepted a claim; and/or
- (ii) which **we** have not authorised in advance.

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

### 3) Uninsured or disqualified drivers or vehicles without valid documentation

Any claim where at the time of the incident occurring:

a) **you** were disqualified from driving or did not hold a valid licence or insurance to drive the **insured vehicle**; and/or

b) the **insured vehicle** did not have a valid MOT certificate, vehicle registration documents or vehicle tax (*if the **insured vehicle** is exempt, an application for vehicle tax must still have been made*).

### 4) Wilful acts

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

### 5) Fines and court awards

a) Fines, compensation, damages or penalties awarded against an **insured person**.

b) Any costs an **insured person** is ordered to pay by a court of criminal jurisdiction.

### 6) Insurance disputes

Any claim where **your** motor insurer has cancelled, voided or refused to renew **your** motor insurance policy or where they have declined a claim under that policy.

### 7) 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.

### 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) Racing, rallying, competitions or trials

Any claim arising from an **insured vehicle's** involvement in racing, rallying, competitions or trials.

### 10) 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.

### 11) Litigant in person

Any claim where an **insured person** is not represented by an **appointed adviser** or any other law firm or suitably qualified person agreed by **us**.

## General conditions applying to the whole policy

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

### 1) An insured person's obligations

An **insured person** 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 an **insured person's** claim, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.
- b) If an **insured person's** 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 (where **our** chosen **appointed adviser** cannot act for an **insured person** as to do so would breach their professional code of conduct), the **insured person** is 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 an **insured person** must agree to represent the **insured person** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most the **insurer** will pay is no more than the amount the **insurer** would have paid to **our** own choice of **appointed adviser**.

### 3) Conduct of the claim

a) An **insured person** must:

- (i) 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
- (ii) 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) An **insured person** must not:

- (i) act in any way which obstructs **us** or the **appointed adviser** or hinders the progress of a claim; and
- (ii) incur any **adviser's costs and expenses** or **replacement vehicle hire costs** without **our** consent.

c) **We** can:

- (i) contact the **appointed adviser** at any time and have access to all documents and information regarding an **insured person's** claim;
- (ii) withdraw funding for a claim and pursue an **insured person** to recover **adviser's costs and expenses** and/or **replacement vehicle hire costs** already paid, if the **insured person** pursues or withdraws from that claim without **our** consent or fails to pass on any instructions to the **appointed adviser**;
- (iii) withdraw funding for a claim if an **insured person** dismisses 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 an **insured person** with **our** consent and there is valid cause to do so; and
- (iv) withdraw funding for a claim if at any time **we** believe **reasonable prospects of success** are no longer present. The **insurer** will still pay any **adviser's costs and expenses** and/or **replacement vehicle hire costs we** have agreed to, prior to **reasonable prospects of success** no longer being present.

### 4) Claims settlement

- a) An **insured person** must tell **us** immediately an offer to settle a claim is received and must not enter negotiations to settle a claim without **our** prior consent.
- b) If an **insured person** refuses a fair and reasonable offer to settle a claim, **we** will be entitled to withdraw funding for that claim and the **insurer** will pay no further **adviser's costs and expenses** and/or **replacement vehicle hire costs**.
- c) **We** may decide to settle a claim by instructing the **insurer** to pay 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 the **insurer** has paid to an **insured person** and the **insured person** must allow **us** to take over and continue the claim in their name and provide **us** with any information in support of this action.

## General conditions applying to the whole policy (continued)

### 5) Costs recovery and assessment of costs

An **insured person** must:

- a) take all reasonable steps to recover **adviser's costs and expenses** and/or **replacement vehicle hire costs** and pay all sums recovered to **us**;
- b) tell the **appointed adviser** to have **adviser's costs and expenses** taxed, assessed and audited and/or have their claims file audited by **us**, 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**, the **insurer** reserves 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 an **insured person**, 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 any **adviser's costs and expenses** and/or **replacement vehicle hire costs** covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

### 8) Obtaining a legal opinion

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

### 9) Disputes with us

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

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

The decision of the appointed arbitrator is binding and the arbitrator may require the **insurer** or the **insured person** to pay the costs.

### 10) Your cancellation rights

#### a) Cooling-off period

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

If **you** wish to exercise this right, **you** must notify the person who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as an **insured person** has not made a claim under this insurance during the current **period of insurance**.

#### b) Outside the cooling-off period

**You** can cancel this insurance at any other time, subject to providing the person who sold **you** this insurance with 7 days' notice. As long as an **insured person** has not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the person who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the person who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges applied.

## General conditions applying to the whole policy (continued)

### 11) Our cancellation rights

#### a) General

**We** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) an **insured person** has failed to co-operate with **us** or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or
- (ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

#### b) Fraudulent or dishonest claims

If **we** have evidence that an **insured person** has made a fraudulent, dishonest or exaggerated claim, or has deliberately misled **us** or the **appointed adviser** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from the **insured person** any **adviser's costs and expenses** and/or **replacement vehicle hire costs**, already paid in respect of that claim, which the **insurer** otherwise would not have paid. **We** will also not refund any premium paid by **you**.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

### 12) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

### 13) Choice of law and Acts of Parliament

- a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

## General information

### The insurer

This insurance is underwritten by HDI Global Specialty SE UK Branch who are registered in Germany, registration number HRB 211924.

Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany, acting through its UK branch whose office is located at: 10 Fenchurch Street, London EC3M 3BE, United Kingdom.

Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331).

Details about the extent of its authorisation and regulation by the Financial Conduct Authority are available from **us** on request.

### The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

### Data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from an **insured person** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about an **insured person** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send an **insured person's** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose an **insured person's** personal data to any other person or organisation without their consent.

**You** can find full details of **our** privacy policy on **our** website [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

An **insured person** has a right to obtain information **we** hold about them. This is called a Subject Access Request and in order to obtain such information, please write to:

**The Data Protection Officer, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ**

If an **insured person** has a concern about the way **we** have handled their personal data, then they have the right to report this to the Information Commissioner's Office:

**Website:** <https://ico.org.uk/concerns/>

**Phone:** 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)

**Email:** [casework@ico.org.uk](mailto:casework@ico.org.uk)

## General information (continued)

### What to do if you have a complaint

**We** are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong. **We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ**

#### As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for an **insured person**, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

#### After we have investigated the complaint:

**We** will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months\*.

#### If we cannot resolve the complaint within 4 weeks:

**We** will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

#### If we cannot resolve the complaint within 8 weeks:

**We** will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months\*.

\*If **you** do not refer **your** complaint within the six month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- **Phone:** **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post:** **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

**You** can also visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and follow the guidelines on how to complain and to also check their eligibility criteria.

**Important: This complaints notification procedure does not affect your right to take legal action.**

LEGAL PROTECTION GROUP LIMITED

Head and Registered Office:

Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

Registered in England and Wales, company number 10096688

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

Twitter: @LegalProGroup



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