

Specimen



Home Buyer's Protection

Policy Wording



insure | protect | assist

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CONTRACT OF INSURANCE

Introduction

Thank you for purchasing Home Buyer's Protection Insurance from Financial & Legal Insurance Company Limited.

This insurance will pay the **costs and expenses** incurred as a result of **you** failing to purchase a **residential property** in the following circumstances:

- The **seller** accepts an alternative offer on the **residential property** after previously accepting **your offer** or withdraws from the sale for reasons beyond your control
- An **adverse legal search**
- A survey which deems that significant remedial work is needed
- The mortgage lender's valuation being less than the sum offered for the purchase of the **residential property**
- An employers' relocation not proceeding
- Involuntary redundancy
- Death, unforeseen illness or bodily injury caused by a sudden or specific accident

This is **your** Home Buyer's Protection Insurance 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 endorsement or, where applicable, a completed proposal form. 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 **administrator** if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the **administrator** 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 or make a claim.

Declarations/Eligibility

By purchasing this insurance you agree that:

- The policy is being purchased prior to **you** instructing your solicitor to commence conveyancing work with the intention of completing the purchase of the residential property. Or if being purchased at auction, before a bid has been lodged on the property.
- The property being purchased is a residential premises in England and Wales that **you** or **your** immediate family will reside in as **your** main home.
- **You** are not aware of any adverse searches on the property in the previous 90 days.
- **You** are not aware of any existing circumstances which could give rise to a claim.
- No previous or current insurer has declined to cover **you**, refused to renew or imposed special terms under Residential Abortive Transaction Insurance.

Our obligation to you

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

- a) **we** will provide the cover and benefits detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b) the **insurer** will pay **costs and expenses**, up to the **maximum amount payable**, for any one **insured incident**.

Provided that:

- (i) the **residential property** is located within the **territorial limit**;
 - (ii) the **date of occurrence** of the **insured incident** is during the **period of insurance**;
 - (iii) the **period of insurance** shall expire on the earliest of:
 - 12 months from **your inception date**; or
 - the successful completion of **your first transaction**; or
 - the successful completion of **your second transaction**; or
 - the date on which **costs and expenses** are paid (or the **maximum amount payable** has been exceeded) for **your third transaction**.
- Your policy will automatically terminate following the earliest of the above events.**
- (iv) the **insured incident** is reported to **us** within 14 days of **you** first becoming aware that the **transaction** has failed (or, in respect of **insured incident 3 – Alternative Accommodation and Storage Costs**, immediately upon discovering that the successful **transaction** will be delayed); and
 - (v) **you** are able to evidence and prove the circumstances surrounding **your claim**.

Legal Protection Group Limited Head and Registered Office

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS35 3QH.

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Website www.legalprotectiongroup.co.uk

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

This Home Buyer's Protection Insurance is underwritten by Financial & Legal Insurance Company Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

What to do if you need to make a claim

If **you** need to report a claim under this insurance, please phone **our** claims reporting line on **0344 776 8373** which is open 9am-5pm Monday to Friday, and provide the scheme reference number, **LPGTE410**. All calls are recorded for training purposes.

Please note the following important information:

- a) **You** must report **your** claim to **us** on **0344 776 8373** as soon as **you** become aware of any circumstances which could give rise to a claim under this insurance and no less than 14 days after the **date of occurrence** (or, in respect of **insured incident 3 – Alternative Accommodation and Storage Costs**, immediately upon discovering that the successful **transaction** will be delayed).
- a) Be ready to provide the scheme reference number (**LPGTE410**) and as much information concerning the claim as possible, including a copy of the letter appointing **your** solicitor or conveyancer to purchase the **residential property**, confirmation of the reasons why the purchase did not proceed and any other evidence required in support of **your** claim. **You** may also be asked to complete a claims form as part of this process and also provide a copy of **your** policy wording which details the extent of **your** cover.
- b) **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**). Where requested, **you** must supply **us** with copies of the insurance documentation issued to **you** on **your inception date**, along with any documentary evidence of both the reason and the date **your transaction** failed.
- c) Once all relevant information has been received, an assessment of **your** claim will be conducted and **we** will let **you** know if **we** can help and what **costs and expenses** the **insurer** will pay.
- d) If **we** are unable to cover **your** claim, then **we** will explain the reasons why and discuss any other available methods (which may be at **your** expense) to help achieve a successful outcome.

Meaning of words and terms

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

| | |
|-------------------------------|--|
| administrator | Legal Protection Group Limited. Registered Office: 8 Pinkers Court, Briarlands Office Park, Gloucester Road, RudgeWay, Bristol, BS35 3QH. |
| adverse legal search | Where one or more of the following: a) Regulated and Official Drainage search; b) Regulated and Official Local Authority search; c) Local Land Charges search; d) Land Registry search; and/or e) any other relevant searches, reveal an issue(s) concerning the residential property which prohibits or is seriously detrimental to you being able to buy that residential property . This includes (but is not strictly limited to): planning constraints/permissions, rights of way, location of public sewers, lack of mains drainage, landslips, subsidence, contaminated land, mining, chancel repair liability, restrictions on use of land and enforcement notices which affect the residential property . As a result of this search, the issue revealed must restrict your legal right to sell the residential property at a later date, or the issue reveals that some areas of the residential property do not have sufficient planning permission or legal permissions and these areas would need to be removed. |
| costs and expenses | a) mortgage lender arrangement fees; b) mortgage lender valuation fees; c) mortgage advisor's fees (insured incident Mortgage Advisor's Fees only); d) conveyancing fees; e) survey fees and searches; f) disbursements; and g) alternative accommodation and storage costs (insured incident Alternative Accommodation and Storage Costs only) all of which have been incurred by you in respect of the transaction . |
| date of occurrence | The date you become aware, or should have become aware, that your purchase of the residential property will not be completed or, in respect of insured incident – Alternative Accommodation and Storage Costs , the date upon which you discover that the successful transaction has been delayed. |
| employment | The job or profession you or the seller is engaged in which provides your or the seller's main source of income. |
| end date | The date upon which one or more of the events listed in General conditions applying to the whole policy 8) occurs soonest. |
| inception date | The date you purchased this policy, as confirmed in your policy schedule. In all cases, this policy must be purchased prior to instructing your solicitor to commence conveyancing work with the intention of completing the purchase of the residential property . If the residential property is purchased at an auction, this policy must be purchased prior to your bid on the residential property . For avoidance of doubt, this policy shall not be operational where you have either already instructed a solicitor or successfully bid on an auctioned property. |
| insured incident | An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where we have agreed to provide cover under the terms and conditions of this insurance. |
| insurer | Financial & Legal Insurance Company Limited |
| maximum amount payable | The most the insurer will pay in costs and expenses for any insured incident is: a) £1,500 for insured incident 1 - Home Buying Costs ; b) £300 for insured incident 2 - Mortgage Advisor's Fees ; c) £500 for insured incident 3 - Alternative Accommodation and Storage Costs . |
| offer, offered | The monetary amount you have bid to buy the residential property from the seller . |
| period of insurance | The period of time covered by this policy which commences from the inception date and expires on the end date . |

Meaning of words and terms (continued)

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

| | |
|-----------------------------|--|
| residential property | The property as declared to us which is: a) located within the territorial limit ; b) a private dwelling designed for people to live in or provide accommodation for; and c) the building and land you have made an offer on with the intention of making it your main residence. This property must not be solely or specifically designed or used for business or commercial purposes. |
| seller | The person(s) registered as the legal owner(s) of the residential property who intends or intended to sell the residential property to you . |
| survey | A document provided to you by a RICS registered surveyor or a surveyor instructed by your mortgage lender which details the physical condition of the residential property and any remedial works that are required on the residential property . |
| territorial limit | England and Wales. |
| transaction | The legal conveyancing process for your intended purchase of a residential property , the address of which is declared to us by you : a) on your inception date when you take out this policy; or b) during the period of insurance for up to two further intended purchases, where the preceding transaction has failed for reasons beyond your control. Provided that: (i) no subsequent transactions will be covered following successful completion of a transaction covered by this insurance; and (ii) no more than three transactions will be covered during any one period of insurance . |
| we, us, our | a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer . |
| you, your | The person(s) who has taken out this policy and who has instructed a solicitor to help them buy the residential property . |
| your family members | Your domestic partner and any other members of your family who permanently live with you . |

Insured incidents

Insured incident 1 – Home Buying Costs

What you are covered for

The insurer will pay **costs and expenses** up to £1,500 following **your** failure to buy the **residential property** which arises as a result of:

a) Seller's withdrawal from sale

the **residential property** being withdrawn from sale by the **seller** for reasons beyond **your** control.

b) Your withdrawal from purchase

you having to withdraw from the purchase of the **residential property** due to:

(i) an adverse legal search;

please note that:

- *the **adverse legal search** must not have been known to **you** before:*

- ***your offer** was accepted; or*
- *those search results were received by **you**; or*
- ***you** took out this policy; and*

- *the **adverse legal search** must restrict **your** legal right to sell the **residential property** at a future date, or reveal that some areas of the **residential property** do not have sufficient planning permission or legal permissions and these areas would need to be removed;*

(ii) a survey which considers that structural defects exist, which require remedial work to be undertaken on the **residential property** and the cost of which is more than 10% of the sum **you** have **offered**;

please note that it must be reasonably likely that **you** were not aware that any such structural defects existed when:

- ***your offer** was accepted; or*
- *the **survey** was commissioned; or*
- ***you** took out this policy.*

(iii) the mortgage lender's valuation of the **residential property being less than 90% of the sum **offered** by **you**;**
please note that the **survey** must have a full professional valuation attached which shows the difference in value;

(iv) **your employer decides to no longer move their premises from its original location, which **you** normally work at, to a different location;**

please note that **you** must have made the **offer** on the basis that **you** were intending to complete the **transaction** for the purpose of relocating for **your** work

(v) **you unexpectedly being made involuntarily redundant from **your employment**;**

please note that:

- *cover does not apply where **you** have accepted voluntary redundancy; and*
- *the impending redundancy **must not** have been known about by **you** at the time **you** had **your offer** accepted or before the **inception date**.*

(vi) **you or **your family members** dying or suffering an unforeseen illness or physical bodily injury caused by a sudden and specific accident; ***please note that:*****

- *the illness, injury or condition must have occurred or been diagnosed after **you** had **your offer** accepted; and*
- *there is no cover for any claim relating solely to psychological injury or mental illness.*

Insured incidents (continued)

Insured incident 2 – Mortgage Advisor’s Fees

What you are covered for

Where **we** have agreed to provide cover under **insured incident – Home Buying Costs**, the **insurer** will pay up to £300 in respect of a mortgage advisor’s services should the mortgage not be used on an alternative property during the **period of insurance**.

Insured incident 3 – Alternative Accommodation and Storage Costs

What you are covered for

Where **you** have successfully completed the purchase of the **residential property** but that purchase has been delayed due to issues with transferring the necessary funds, the **insurer** will pay **costs and expenses** up to £500 for the following:

- (i) temporary alternative accommodation;
- (ii) moving and storing **your** personal possessions;
- (iii) temporarily housing **your** domestic pet(s);

please note that the insurer will only pay costs and expenses either up to the maximum amount payable or for a maximum period of 72 hours, whichever happens sooner.

General exclusions applying to the whole policy

There is no cover for the following:

- 1) Claims arising before this insurance started**

Any event or matter which **you** were aware of or should reasonably have been aware of, which could give rise to a failed **transaction** and which existed or happened before the **inception date**.
- 2) Claims during the first 24 hours of cover**

Any claim where the **date of occurrence** falls within 24 hours of **your inception date**.
- 3) Pre-inception costs**

Any **costs and expenses** incurred before the **inception date**.
- 4) Transactions not declared to us**

A claim where the address of the **residential property** has not been declared to us by you either on the **inception date** or, for any subsequent **transaction**, within 3 days of **your** offer being accepted.
- 5) Cost of supporting documentation**

Any costs incurred in obtaining information or documents to support **your** claim.
- 6) Voluntary withdrawal from transaction**

Any **transaction** where **you** or the **seller** voluntarily withdraws, or withdraws for a reason not stated under **insured incident 1 – Home Buying Costs**.
- 7) Flood risks**

Any claim arising from or relating to flooding or potential flooding or where the **residential property** is classified as being located on a flood risk area.
- 8) Action taken which we have not agreed to**

Any action **you** take which **we** have not agreed to or any action **you** take which hinders **us**.
- 9) Failure to provide documentation**

Any claim where **you** are not able to provide **us** with documentation from either **your** solicitor/estate agent or the **seller's** solicitor/estate agent which are relevant to **your** claim. (*Whilst **we** may request information from them in order to support **your** claim, it is **your** responsibility to provide **us** with any documentation required*).
- 10) Delays caused by you**

Any claim that occurs as a direct result of delays caused by **you**.
- 11) Prior knowledge of valuation or remedial work**

Any claim where the true valuation or extent of remedial work required was clear to **you** before acceptance of **your offer** or instruction of a **survey/valuation**.
- 12) Fines and court awards**

Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.
- 13) Disputes with us, the insurer or the administrator**

A dispute with **us**, the **insurer** or the **administrator** not otherwise dealt with under **General conditions applying to the whole policy 6**.
- 14) Title defects**

Any defect in a title which can be rectified or for which an insurance policy can provide cover for.
- 15) 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.

General conditions applying to the whole policy

You must keep to these conditions as failure to do so may lead to **us** refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to **condition 8**).

1) Your obligations

You must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and
- c) supply **us** with honest and accurate information when asked to do so.

2) Conduct of the claim

a) You must:

- (i) co-operate fully with **us** and provide any relevant information, documentation and evidence in connection with **your** claim when asked to do so; and
- (ii) keep **us** fully informed of any developments and provide **us** with any information **we** ask for.

b) You must not act in any way which obstructs **us** or hinders the progress of **your** claim.

c) **We** can withdraw from **your** claim and pursue **you** to recover **costs and expenses**, if **you** pursue or withdraw from that claim without **our** consent or fail to give **us** suitable instructions.

3) Claims settlement

a) You must tell **us** immediately if an offer to settle **your** claim is received and must not enter negotiations to settle **your** claim without **our** prior consent.

b) If **you** refuse a fair and reasonable offer to settle **your** claim, **we** will be entitled to refuse to pay any further **costs and expenses**.

4) Subrogation rights and costs recovery

a) **We** may decide to pursue another party to recover **costs and expenses** the **insurer** has paid to **you** and in such cases **you** must allow **us** to take over and continue **your** claim in **your** name and provide **us** with any information in support of this action.

b) You must take all reasonable steps to recover **costs and expenses** and pay such sums recovered to **us**.

5) Other insurance and apportionment of costs

If any **costs and expenses** 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.

6) Disputes with us

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

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 **you** and **us** and if there is no agreement 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 **you** or the **insurer** to pay the costs.

7) Your cancellation rights

a) Cooling-off period

You can cancel this insurance, without giving any reason, within 14 days of the **inception date** or within 14 days of receiving **your** policy documents, whichever is later. If **you** wish to exercise this right, **you** must notify the **administrator**. You will be entitled to a full refund of premium paid as long as **you** have not made a claim under this insurance.

b) Outside the cooling-off period

You can cancel this insurance at any other time, subject to providing the **administrator** with 7 days' notice. As long as **you** have not made a claim under this insurance (or are not aware of any event or circumstance which could give rise to a claim under this insurance) and subject to the terms of business between **you** and the **administrator**, **you** may be entitled to a partial refund of premium. **Please note that you cannot make a claim if the circumstances giving rise to a claim under this insurance occur after this insurance is cancelled.**

In the event of cancellation, the **administrator** may apply an administration charge. Please contact them for more information on any charges applied.

General conditions applying to the whole policy (continued)

8) Our cancellation rights

a) Automatic cancellation

This insurance will automatically cancel at the earliest occurrence of the following:

- (i) 12 months from the **inception date**; or
- (ii) the date on which **your** first **transaction** is successfully completed and no claim is made under this insurance; or
- (iii) the date on which **your** second **transaction** is successfully completed and no claim is made under this insurance; or
- (iv) the date on which **costs and expenses** are paid under this insurance for **your** third **transaction** and **your** claim is closed or where the **maximum amount payable** is reached for your third **transaction** which results in **your** claim being closed.

b) General

Notwithstanding **a)** above, **we** can also cancel this insurance at any other 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) **you** have failed to co-operate with **us** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or
- (ii) a premium payment is still due by the end of the final deadline notified to **you**.

c) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** 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 **you** any **costs and expenses** 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.

9) 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.

10) 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 also include any subsequent amending or replacement legislation.

11) Information you have provided

In deciding whether to accept this insurance and setting its terms including the premium payable, **we** have relied on the information provided by **you** or by someone acting on **your** behalf.

When answering any questions in relation to this insurance, **you** must take care to ensure that any information supplied is correct and accurate.

- a) If **we** subsequently establish that **you** or someone acting on **your** behalf have deliberately or recklessly provided **us** with untrue or misleading information, **we** reserve the right to:

- (i) treat this insurance as if it never existed;
- (ii) reject **your** claim; and/or
- (iii) retain any premium paid.

- b) If **we** subsequently establish that **you** or someone acting on **your** behalf have carelessly provided **us** with untrue or misleading information:

Where we would not have provided you with any cover

- (i) **We** reserve the right to treat this insurance as if it never existed, reject a claim and return the premium **you** have paid.

Where we would have provided cover on different terms

- (ii) **we** reserve the right to treat this insurance as if it had been entered into on different terms to those previously agreed.

Where we would have charged more premium

- (iii) if **we** would have charged **you** a higher premium, then **we** reserve the right to reduce the amount of **costs and expenses** the **insurer** pays on any claim by the proportion that the premium **you** have paid bears to the premium **we** would have charged (*for example if the premium paid is 50% of the amount **we** would have charged, the **insurer** will only pay 50% of that claim*).

General information

The insurer

This insurance is underwritten by Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales under company number 03034220.

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

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

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, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH

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

Financial & Legal Insurance Com Ltd:

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this Policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data You have provided, We have collected from You, or We have received from third parties may include Your:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to Your computer or other internet connected device including Your Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which You have provided in support of Your insurance claim.

We may receive information about You from the following sources:

- Your insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from You.

We will not pass Your information to any third parties except to enable Us to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case We may need to share Your information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies. Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on Our, or Your behalf.

We will not use Your information for marketing further products or services to You or pass Your information on to any other organisation or person for sales and marketing purposes without Your consent.

Data Retention

We will hold Your details for up to seven years after the expiry of Your policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include Your rights to:

- Object to Our processing of Your personal data.
- Request that Your personal data is erased or corrected.
- Request access to Your personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data We hold on You, there is no charge for this service.

If You have any questions about Our privacy policy or the information We hold about You please contact Us.

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
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS35 3QH.**

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 service provider, **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
- **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 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.



insure | protect | assist

LEGAL PROTECTION GROUP LIMITED

Head and Registered Office:

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Briarland Office Park,
Gloucester Road,
Rudgeway,
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