



Legal Protection Group Limited

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



Policy Wording for Annual Insurance

Thank **you** for choosing to purchase a vehicle salvage retention cover insurance **policy**.

Subject to payment of the premium, **we** will reimburse **you** the amount which was deducted by **your motor insurance company** from their payment to **you** in settlement of the **total loss** of the **insured vehicle**, from a **valid claim** occurring within the **territorial limits** and during the **period of insurance**, as shown on the **policy schedule**.

This **policy** document is evidence of a legally binding contract of insurance between **you** and **us**. **We** will indemnify **you** subject to the terms, conditions, clauses and exclusions of this insurance **policy**.

The **policy schedule** tells **you** the effective date and time of cover together with the declared mileage and value for the **insured vehicle**. Words which appear in bold italics, have the meanings given to them in the **policy** definitions section of the **policy** wording. This wording clearly sets out the details of **your** insurance cover. Please read these carefully, and in particular the **policy schedule** to make sure it meets **your** needs.

Information and statements supplied by **you** have been relied upon by **us** when entering into this contract of insurance. This information and statements together with this **policy**, including the **policy schedule** must be read together as they constitute a legally binding contract of insurance between **you** and **us**.

Unless specifically agreed otherwise, this insurance shall be subject to the law of England and Wales.

The terms and conditions of this **policy** and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the **policy**.

The Contracts (Rights of Third Parties) Act 1999 save for the rights granted to **insured person(s)** and the **insurer** under this contract, any person or company who is not party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have in law.

This Vehicle Salvage retention cover is underwritten by 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.

Legal Protection Group Limited Head and Registered Office:

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Ruggeway, Bristol BS35 3QH. Registered in England and Wales.
Legal Protection Group Limited company number 10096688.

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited, who is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 786116. You may check this on the Financial Services Register by visiting the FCA website. LPG is registered in England and Wales (Company Number 10096688). Registered address: 8 Pinkers Court, Gloucester Road, Ruggeway, Bristol BS35 3QH

Policy definitions

Certain words and expressions used in this **policy** have a specific meaning. To help identify these **we** have printed them in bold italics throughout.

Certificate of Motor Insurance – the document issued by the **motor insurance company** headed **certificate of motor insurance**, which provides evidence for the **insured vehicle** of the existence of the **motor insurance policy** as required by law.

Claim Date – the date when the accident or loss occurred causing the damage to the **insured vehicle**.

Dual Insurance – If there is any other insurance policy(s) in force which covers the same loss, damage or liability as this insurance, **we** will only pay **our** proportionate share of the claim.

Excess – the first amount of any **valid claim** for which **you** are responsible. This **policy** will then be responsible for any amount above this up to the **salvage value**.

Insurance Intermediary – the insurance broker, and any associated trading styles and websites, through whom **you** purchased this **policy**.

Insured Person(s) – **you** and any other person covered by the **certificate of motor insurance** for the **insured vehicle**, who hold a current valid UK, EU, EEA, Swiss or Commonwealth driving licence.

Insured Vehicle – any UK registered motor vehicle where the Gross Vehicle Weight does not exceed 3.5 tonnes and which an **insured person** is are legally entitled to drive under a valid **motor insurance policy**

Insurer – *Financial & Legal Insurance Company Limited.*

Motor Insurance Company – the authorised insurance company who provides motor insurance cover for the **insured vehicle** and the **period of insurance** as stated in the **policy schedule**.

Motor Insurance Policy – the policy of insurance issued by the **motor insurance company** that covers the **insured vehicle** for the **period of insurance**.

Period of Insurance – a period of 12 months as detailed on the **policy schedule** by the effective and expiry dates for which **you** have paid, and **we** have agreed to accept a premium.

Policy – shall mean this Vehicle Salvage Recovery Cover policy.

Policy Schedule – the document headed **policy schedule**, which gives details of the Policyholder, the **insurer**, the **policy** number, the **insured vehicle**, and the **aggregate limit**.

Salvage Retention – in certain circumstances the **motor insurance company** will allow **you** to keep the damaged **insured vehicle**. All motor vehicle salvage is categorised as A, B, S or N. Only categories S and N can be retained by **you** (see www.gov.co.uk for more information).

Salvage Value – the amount deducted by the **motor insurance company** from their **total loss** settlement to allow **you** to retain the **insured vehicle**.

Territorial Limits – means Great Britain and Northern Ireland.

Total Loss – when the **motor insurance company** decide that it is not economically possible to repair the **insured vehicle**.

Valid Claim(s) – any accidental, malicious, fire, theft or attempted theft damage to the **insured vehicle** occurring in the **period of insurance**, whilst the **insured vehicle** is the control of an **insured person** within the **territorial limits**.

We / Us / Our – shall mean Legal Protection Group Limited who administer and manage this insurance on behalf of the insurer who administer all claims under this insurance on behalf of the **insurer**.

You / Your / Policyholder – shall mean the person(s) named on the **policy schedule** who has taken out and paid for this insurance.

1. What this Policy will cover

When the **Insured Vehicle** is declared a **total loss** by **your motor insurance company** and **you** agree with them as part of the settlement for **salvage retention**, **we** will reimburse **you** for the **salvage value**, less the deduction of the **excess**.

2. What this Policy does not cover (Exclusions)

1. Any **claim date** which happened outside the **period of insurance** under this **policy**.
2. Any claim submitted under this **policy** and acknowledged by **us** where **you** have not submitted any supporting evidence within 365 days of the **claim date**.
3. Liability attaching as a result of an agreement or contract unless that liability would have existed otherwise.
4. Declined or refused claims under the **motor insurance policy**.
5. Where the **motor insurance policy** on the **insured vehicle** purchased at the same time as this **policy** is no longer effective.
6. Where the **insured vehicle** has been used for any other purposes than Social, Domestic, Pleasure or commuting to or from a permanent place of work.
7. Any claim arising out of the use of an **insured vehicle** by the **insured person(s)** in connection with racing, competitive rallies, trials or competitions of any kind.
8. Any claim as a result of attempted theft, theft or malicious damage to the **insured vehicle** and has not been reported to the Police and a crime reference number has been obtained
9. Any claim due to a deliberate non-disclosure or criminal act, which is found to **our** satisfaction to be of a fraudulent or false nature. **You** will be held responsible for any costs paid or due where this happens.
10. A claim that arises from the **insured person(s)** unlawful use of drink or drugs.
11. Any claim caused directly or indirectly by or arising from any of the following, regardless of any other contributory cause or event;
 - (i) War, terrorism, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - (ii) Any action taken in controlling, preventing, suppressing or in any way relating to (i) above except as is necessary to meet the requirements of the Road Traffic Acts.
 - (iii) Ionising radiation or radioactive contamination from nuclear fuel or waste from the combustion of nuclear fuel; or
 - (iv) The radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.
12. When the **Insured Vehicle** has been given a salvage category of A or B.

3. Midterm Adjustments

Any changes to **your** name and/or, address, or the **insured vehicle** that occur during the **period of insurance** must be advised to **your insurance intermediary**.

4. Cancellation

Cooling-off Period

You are entitled to cancel this **policy** by notifying **your insurance intermediary** where **you** purchased this **policy** within 14 days from the date **you** receive this **policy**. If cancellation is requested during this cooling-off period then **we** will return all of the premium paid for this **policy**.

Cancellation by You

You may cancel the **policy** at any time. **You** must notify **your insurance intermediary** of this in writing to the address shown on the documentation provided to **you** by giving at least 7 days prior notice. Cancellation will only take effect once the prior notice period has expired. There is no cancellation refund due to the associated administration costs.

Cancellation by Us

We may cancel the **policy** where there is a valid reason for doing so which may include but is not limited to, if **we** suspect fraud, chargeback of the premium paid, **you** are not complying with the terms and conditions of the **policy** or if **you** use threatening or abusive behavior towards **our** staff, or those of the **insurance intermediary**. Notification of the cancellation will be sent to the email address used when purchasing this **policy** and will be with immediate effect. **We** will refund any remaining premium for the unused days of cover on a pro-rata basis, to **your insurance intermediary** for processing on the debit or credit card used to make the purchase of this **policy**.

Cancellation following a Claim

When **we** have paid **you** the **salvage value**, less the **excess**, in settlement of **your valid claim**, this **policy** will automatically be cancelled, and no further claims will be considered.

5. General Conditions

The following conditions must be complied with by **you**, for **you** to have the full protection of **your policy**.

1. **You** must be insured under a valid **motor insurance policy** whilst driving, or in control of, the **insured vehicle** at the time of any accident or loss during the **period of insurance** for which **you** then want to submit a claim under this **policy**.
2. This **policy** must be purchased at the same time as **your motor insurance policy**. **You** must be the policyholder as stated in the **policy schedule** and also named on the **certificate of motor insurance**.
3. Any claim to be made under this **policy** should be reported to **us** no later than 60 days following the date of when **you** receive the settlement from **your motor insurance company** with the **salvage value** deducted for **salvage retention**.
4. If **you** make a claim which is at all false or fraudulent or support a claim with any false or fraudulent statement or documents, this **policy** will be cancelled with immediate effect and **you** will lose all benefits and the premium **you** have paid for this **policy**.
5. **We** will be entitled to take over and conduct at **our** expense in **your** name, legal proceedings to recover for **our** own benefit any payments made under this **policy**. **You** must give **us** all the help and information **we** may need.
6. If at the time of any claim, there is any **dual insurance**, which provides cover for the loss, or any part of it, **we** will only be responsible for the amount not recoverable under that insurance.
7. **You** must have taken all reasonable steps to protect an **insured vehicle** against loss or additional exposure to loss.
8. The insurance described in this insurance document will only apply if the person claiming has observed all the terms and conditions that apply.

6. How to make a claim

If **you** wish to make a claim under this **policy**, **you** should immediately email **us** at Bristol@cpadjusting.com or call us on 0117 374 7101.

Please provide **us** with the full details of the **insured incident**, and to consider **your** claim, **we** will require proof of the **salvage value** that **your motor insurance company** deducted from their **total loss** settlement in order for **you** to retain the **insured vehicle**;

You will also need to provide **your** bank account details to enable **us** to reimburse **you** on a valid claim.

Please also provide the scheme reference number **FLISCH986** and remember to provide all the information and documentation that has been requested as failure to do so may result in a claim being delayed or not being paid.

Fraudulent claims

We will not pay for any loss, damage or liability if **you** or any other person covered by this **policy** or anyone acting for **you** makes a claim that is fraudulent or exaggerated in any way, makes a false statement or provides false or stolen documents to support a claim. In such circumstances **we** will cancel this insurance contract without refunding any premium and will seek to recover any costs that **we** have incurred from **you**.

7. General information

The Insurer

This insurance is underwritten by Financial & Legal Insurance Company Limited, 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ. Registered in England under Company No. 03034220.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Reference Number 202915

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

8. Financial & Legal data protection notice

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.

9. LPG data protection notice

To manage this insurance, including 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 during 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 to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Ruggeway, 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

10. If you need to complain

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 **your** complaint is about the sale of **your** policy, please, in the first instance, contact the insurance intermediary who sold **you** the policy.

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, Ruggeway, 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, 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 because 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.

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