

# DODDLE COVER

## Motor Accident Protect Policy

To make a claim against your policy,  
contact our 24/7 claims department on:

**0330 124 6277**

Available 24/7/365

*The insurance provided by this policy is underwritten by  
Financial & Legal Insurance Company Limited Registered in  
England under Company number 03034220. Financial & Legal  
Insurance Company Limited is authorised by the Prudential  
Regulation Authority and regulated by the Financial Conduct  
Authority under firm reference number 202915.*

### LEGAL ADVICE HELPLINE

Your call will be answered 24 hours a day to provide you with confidential telephone advice about any personal legal problem in the United Kingdom, Isle of Man or Channel Islands. Please note that we may need to arrange a call back if you need specialist legal advice.

To contact the helpline, call: **0330 124 6277** quoting the reference 'Motor Legal Expenses'.

### 1. THE MEANING OF WORDS IN THIS POLICY

Additional Qualifying Incident:	<ul style="list-style-type: none"><li>i) Vehicle Identity Theft occurring in the UK, Channel Islands and Isle of Man which requires the removal of any criminal or civil judgments wrongly entered against You during the Period of Cover; or to defend Criminal Legal Action commenced against You during the Period of Cover as a result of Vehicle Identity Theft.</li><li>ii) Motor Prosecution Defence: defending Criminal Legal Action taken against You as a result of a driving offence punishable by penalty endorsement or where Your driving license is at risk of being revoked or suspended. The alleged driving offence must have been committed during the Period of Cover.</li></ul>	financial information and documentary evidence, and We may withhold cover if you fail to do so.
Authorised Representative:	A solicitor or firm of solicitors, barrister or claims handler who has been appointed by Us or by You with Our written approval under the terms of this policy to pursue Your Claim.	Insured Event: An event triggering Our obligation to provide You with an indemnity under Parts A, B, C, or D of the 'What is Insured' section of the policy. The event could occur during or after the Period of Cover.
Criminal Legal Action:	A driving related criminal allegation or investigation against You, whether or not that results in a prosecution in a criminal court.	Legal Advice: Advice given by an Authorised Representative
Impecuniosity:	An assertion made by You or on Your behalf to the effect that the amount of Your Claim has been increased by Your financial inability to take mitigating steps at Your own immediate expense. Your Authorised Representative will need to carry out an assessment of Your lack of means. As part of this assessment you are required to produce	Legal Costs: Charges and disbursements which You have to pay the Authorised Representative for pursuing Your Claim.
		Legal Proceedings: Formal legal proceedings in a court of law within the Territorial Limit, or a dispute with a Third Party (including a prosecuting authority) that could result in formal legal proceedings.
		Medical Expert Charges: Charges incurred with Our prior written agreement that You have to pay for expert medico-legal reports obtained in accordance with the Civil Procedure Rules.
		On Hire: On-Hire Limited, 50 Heaton Road, Newcastle upon Tyne NE6 1SE.
		On Hire Agreement: Standard form agreement(s) that You enter into with On Hire for the repair and/or recovery and storage of Your Vehicle and/or for the hire of an alternative vehicle as a result of a Qualifying Incident, pursuant to which On Hire provides credit.
		On Hire Charges: Charges You have to pay On Hire under an On Hire Agreement.
		On Medical: On Medical Limited, 52 Heaton Road, Newcastle upon Tyne NE6 1SE.
		On Medical Charges: Charges that You incur with Our prior written agreement with On Medical for medical treatment resulting from personal injury or trauma sustained as a result of a Qualifying Incident.
		Period of Cover: 12 months from and including the policy start date. Where a policy start date is not stated within this policy, then for the avoidance of doubt the start date will be deemed to be the date the policy was purchased.

**Policy Claim:** A request by You to be indemnified under this policy in respect of an Insured Event.

**Premium:** The sum paid to Us by You or on Your behalf as consideration for this policy.

**Qualifying Incident:** An accident involving the use of a motor vehicle that occurred within the Territorial Limit during the Period of Cover for which You allege a Third Party is responsible, and as a result of which You suffered damage to Your Vehicle and/or personal injury and/or uninsured losses (including but not limited to alternative transportation costs and loss of earnings).

A Qualifying Incident also includes the following in the UK:

i) A dispute with the police and/or other government agency where Your Vehicle has been seized following a failure in the communications between Your motor insurer and the Motor Insurance Database resulting in incorrect information about You or Your Vehicle being recorded on that database, but only where Your Vehicle is seized during the Period of Cover.

**Reasonable Prospect of Success:** A prospect in excess of 50% of obtaining the payment of compensation from a Third Party, or some other outcome that is favourable to You, in either case where such an outcome is possible without You incurring disproportionate costs.

**Small Claim:** A claim for compensation which is, or in Our reasonable opinion if proceedings were issued would be or would be treated as, allocated to the small claims track of the courts in England and Wales or the equivalent jurisdictions for small claims in the Territorial Limit.

**Territorial Limit:** The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

**Third Party:** The opposing party (or parties) in Your Claim (including any prosecuting authority).

**Third Party Costs:** Costs which the Third Party has incurred as a result of Your Claim.

**Vehicle Identity Theft:** The copying and use of the vehicle registration mark of Your Vehicle without your knowledge or consent. The duplicated vehicle registration mark details are subsequently used to obtain goods, services or to commit motoring offences or contravene any congestion or low emission zone fees or commit parking offences.

**We, Us, Our:** Financial & Legal Insurance Company Limited, the underwriters of this policy.

**You, Your:** The person or persons named as the Policyholder together with any person entitled to drive the vehicle under the motor insurance policy (named drivers).

**Your Claim:** Your claim for compensation, payment or to establish Your legal rights in a dispute arising from a Qualifying Incident; or Legal Proceedings in relation to an Additional Qualifying Incident.

**Your Vehicle:** A motor vehicle that You own or which You are legally entitled to use that is involved in a Qualifying Incident, together with any caravan or trailer attached to that vehicle.

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. You may cancel your policy at any time after the first 14 days, but no refund will be made. Please contact Us if you wish to cancel.

**Eligibility:** to be eligible for the cover stated within this Policy, you must be a resident of the United Kingdom and, where applicable, Your Vehicle must be registered in the UK.

## 1. WHAT IS INSURED

### (A) CHARGES OF ON HIRE AND ON MEDICAL

After a Qualifying Incident, We agree to the extent and in the manner herein set out and subject to the exclusions and general conditions of this policy, to indemnify You in respect of the following.

1.1. On Hire Charges. In the event and to the extent that

they have not previously been recovered from the Third Party, We agree to indemnify You in respect of any On Hire Charges incurred with Our prior written agreement upon the expiry of the period of credit provided under the relevant On Hire Agreement. This is subject to a maximum limit in respect of each Qualifying Incident of £50,000.

1.2. On Medical Charges. In the event and to the extent that they have not previously been recovered from the Third Party, We agree to indemnify You in respect of any On Medical Charges incurred with Our prior written agreement when they fall due. This is subject to a maximum limit in respect of each Qualifying Incident of £5,000.

### (B) LEGAL COSTS & THIRD PARTY COSTS – SMALL CLAIMS

After a Qualifying Incident, where Your Claim is a Small Claim, We agree to the extent and in the manner herein set out and subject to the exclusions and general conditions of this policy, to indemnify You in respect of the following.

1.1. Legal Costs. We agree to indemnify You in respect of any Legal Costs incurred with Our prior written agreement upon the conclusion of Your Claim (whether by judgment, settlement or otherwise) which:

- 1.1.1. the Third Party has not been ordered and has not agreed to pay; or
- 1.1.2. after using reasonable endeavours are not recovered from the Third Party; and
- 1.1.3. in either event, which do not exceed the amount at which they would have been assessed on the standard basis (if the Third Party had been ordered to pay them) in accordance with rule 44.4 of the Civil Procedure Rules (or the equivalent provision in any rules which amend or replace them).

This is subject to a maximum limit of £500 in respect of each Qualifying Incident.

1.2. Third Party Costs. We agree to indemnify You in respect of any Third Party Costs which You are ordered to pay, or otherwise have become liable to pay with Our prior written agreement. This is subject to a maximum limit of £500 in respect of each Qualifying Incident.

### **(C) LEGAL COSTS & THIRD PARTY COSTS – CLAIMS OTHER THAN SMALL CLAIMS**

After a Qualifying Incident, where Your Claim is not a Small Claim, We agree to the extent and in the manner herein set out and subject to the exclusions and general conditions of this policy, to indemnify You in respect of the following.

- 1.1. Legal Costs. We agree to indemnify You in respect of any Legal Costs incurred with Our prior written agreement upon the conclusion of Your Claim (whether by judgment, settlement or otherwise) which:
  - 1.1.1. the Third Party has not been ordered and has not agreed to pay; or
  - 1.1.2. after using reasonable endeavours, are not recovered from the Third Party, to the extent that they do not exceed the amount at which they would have been assessed on the standard basis (if the Third Party had been ordered to pay them) in accordance with rule 44.4 of the Civil Procedure Rules (or the equivalent provision in any rules which amend or replace them).

This is subject to a maximum limit of £100,000 in respect of each Qualifying Incident.

- 1.2. Third Party Costs. We agree to indemnify You in respect of any Third Party Costs which You are ordered to pay, or otherwise have become liable to pay with Our prior written agreement. This is subject to a maximum limit of £100,000 in respect of each Qualifying Incident.

### **(D) LEGAL COSTS – MOTOR PROSECUTION DEFENCE AND VEHICLE IDENTITY THEFT**

After an Additional Qualifying Incident, We agree to the extent and in the manner herein set out and subject to the exclusions and general conditions of this policy, to indemnify You in respect of the following:

- 1.1. Legal Costs or Third Party Costs. We agree to indemnify You in respect of any Legal Costs or Third Party Costs incurred with Our prior written agreement upon the conclusion of Legal Proceedings. Where a legal aid (or equivalent) scheme is available to You it must be utilised. Where such assistance is granted, Legal Costs will be limited to a sum equal to any pre-verdict contribution payable by You. We will not cover any damages, fines or penalties You have to pay.

This is subject to a maximum limit of £100,000 in respect of each Additional Qualifying Incident.

#### **MOTOR PROSECUTION DEFENCE**

After an Additional Qualifying Incident, we agree to the extent and in the manner herein set out and subject to the exclusions and general conditions of this policy, to indemnify You in respect of the following:

We agree to indemnify you in respect of any Legal Costs or Third Party Costs incurred with Our prior written agreement for defending Your rights relating to the defence of a criminal prosecution of a motoring offence in relation to an offence involving Your Vehicle provided that there is are reasonable prospects of success.

This is subject to a maximum limit of £100,000 in respect of each Additional Qualifying Incident.

#### **VEHICLE IDENTITY THEFT**

After an Additional Qualifying Incident, We agree to the extent and in the manner herein set out and subject to the exclusions and general conditions of this policy, to indemnify You in respect of the following:

We agree to indemnify you in respect of any Legal Costs or Third Party Costs incurred with Our prior written agreement for defending You in civil or criminal proceedings arising from the use of Your Vehicle's identity by a third party without permission.

This is subject to a maximum limit of £100,000 in respect of each Additional Qualifying Incident.

#### **2. WHAT IS NOT INSURED**

- 2.1. Any charges or costs which exceed the relevant maximum limit stated above.
- 2.2. Any hire, repair, recovery or storage charges not payable to On Hire and any charges for medical treatment not payable to On Medical.
- 2.3. Legal Costs or Third Party Costs relating to any appeal or application to set aside any court judgment or order, unless We have first agreed in writing to cover such an appeal or application.
- 2.4. Any Policy Claim of which You have not notified Us within a reasonable time.
- 2.5. Legal Costs or Third Party Costs which result from any claim or counterclaim made against You. (Your motor

insurer will normally be responsible for these.)

- 2.6. Legal Costs or Third Party Costs where in Our reasonable opinion Your Claim does not have a Reasonable Prospect of Success.
- 2.7. Legal Costs or Third Party Costs relating to any part of Your Claim, or any application or appeal which We have otherwise agreed to cover, where We advise You in writing that in Our reasonable opinion there is not a Reasonable Prospect of Success. (We will still cover any Legal Costs and Third Party Costs relating to the period before We so advised.)
- 2.8. Legal Costs or Third Party Costs incurred after You have received Legal Advice to accept a written offer to settle Your Claim, or after Legal Advice not to pursue or continue to pursue Your Claim by Legal Proceedings.
- 2.9. Any Legal Costs or Third Party Costs which result from unreasonable conduct for which You are personally responsible.
- 2.10. For an Additional Qualifying Incident, the following are not insured:
  - 2.10.1. Any Legal Costs or Third Party Costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by You or by any other person acting in collusion with You.
  - 2.10.2. Any Legal Costs or Third Party Costs required to be paid by You in excess of any assessed contribution.
  - 2.10.3. Any legal aid (or equivalent) contribution or Legal Costs or Third Party Costs payable post-verdict.
  - 2.10.4. Any Legal Costs or Third Party Costs where You fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme.
  - 2.10.5. Any Legal Costs or Third Party Costs to defend any action, enforcement or recovery or sums payable against You under the rules of any legal aid (or equivalent) scheme.
- 2.11. On Hire Charges or On Medical Charges where You have materially breached Your On Hire Agreement or agreement with On Medical, or failed to co-operate with them. Save that it shall not be a material breach of Your On Hire Agreement or agreement with On Medical if You fail to pay any charges which become due prior to a written demand for payment.
- 2.12. On Hire Charges or On Medical Charges where the Third Party is not insured, and payment of such charges would be excluded by the relevant Motor Insurance Bureau

agreements but in these circumstances We will still fund Legal Costs and Third Party Costs (subject to the other terms and exclusions of this policy) so as to enable You to recover those charges from the MIB.

2.13. Any Policy Claim where You:

- 2.13.1. instruct representatives other than the Authorised Representative;
- 2.13.2. institute court proceedings otherwise than through the Authorised Representative and without Our prior consent (such consent not to be unreasonably withheld);
- 2.13.3. fail to co-operate with Us or the Authorised Representative in pursuing Your Claim, or materially breach any term of this policy or Your agreement with the Legal Representative;
- 2.13.4. fail to accept reasonable Legal Advice;
- 2.13.5. are responsible for anything which in Our reasonable opinion significantly prejudices Your Claim;
- 2.13.6. have unreasonably given evidence (including evidence in writing) which is misleading, inconsistent or inaccurate;
- 2.13.7. are found to have significantly exaggerated any element of Your claim, or where We reasonably determine that such a finding is more likely than not to be made if Your Claim proceeds;
- 2.13.8. are found to have been fundamentally dishonest, or where We reasonably determine that such a finding is more likely than not to be made if Your Claim proceeds.

2.14. Any Policy Claim that could be made under any other insurance.

2.15. Any Policy Claim where We reasonably believe that a judgment could not be enforced (or enforced without disproportionate and irrecoverable expense) against the Third Party or any entity (such as an insurer or the Motor Insurers Bureau) that is responsible for paying unsatisfied judgments.

2.16. Any Policy Claim where You have failed to provide a document or information reasonably requested by the Authorised Representative or the Court in a timely manner, particularly where required to prove Impecuniosity.

2.17. Any Policy Claim for Vehicle Identity theft where:

- 2.17.1. Your Vehicle's identity has been copied by somebody living with You.
- 2.17.2. You did not take reasonable precautions against

the Your Vehicle's identity being copied without Your permission.

2.18. Any Policy Claim for Motor Prosecution Defence for:

- 2.18.1. any claim in relation to a plea in mitigation.
- 2.18.2. any claim relating to a prosecution connected with parking offences, driving without insurance, drink or drugs, racing, pace making, rallying, speed testing or any other form of competition and claims as a result of death by dangerous and / or careless driving.

2.19. Legal Costs or Third Party Costs where in Our reasonable opinion Your Claim does not have a Reasonable Prospect of Success, or where the likely settlement for compensation or losses is disproportionate compared with the time and costs incurred.

### 3. GENERAL CONDITIONS

#### YOU MUST

- 3.1. observe all the terms of this policy as a condition precedent of Our liability to indemnify You (if You do not it means that We will not have any liability to You);
- 3.2. notify Us of any Policy Claim You wish to make as soon as is practicable after the Insured Event;
- 3.3. take reasonable steps to minimise the amount of any Policy Claim;
- 3.4. notify the Authorised Representative immediately in writing if You change Your address;
- 3.5. provide Us with full details of any Policy Claim (in writing if requested), and send all letters, notices and communications regarding Your Claim to Us upon Our request;
- 3.6. co-operate fully with Us and the Authorised Representative in particular by:
  - 3.6.1. complying fully with the terms of any On Hire Agreement or agreement with On Medical;
  - 3.6.2. promptly providing all information to Us or the Authorised Representative that is reasonably requested;
  - 3.6.3. providing Us with updates on all significant developments in Your Claim;
  - 3.6.4. telling Us or the Authorised Representative at once of all offers to settle Your Claim or any part of it and not at any time responding to any such offer without Our agreement in writing;

- 3.6.5. giving such instructions to the Authorised Representative as We may reasonably require including a general instruction to disclose all information that We may reasonably require as to the conduct of Your Claim;
- 3.6.6. attending court if requested to do so;
- 3.6.7. instructing the Authorised Representative, if We request, to have Legal Costs or Third Part Costs assessed;
- 3.6.8. Providing any financial information requested or required by your solicitor to prove Impecuniosity in a timely manner.

- 3.7. act in good faith in all dealings with Us and the Authorised Representative;
- 3.8. diligently pursue Your Claim and a claim for Legal Costs in compliance with Our instructions;
- 3.9. hold all sums recovered from the Third Party in respect of On Hire Charges, On Medical Charges or Legal Costs for which We have already indemnified You subject to a charge in Our favour, and immediately reimburse all such sums to Us;
- 3.10. at Our request immediately assign to Us any rights against the Third Party in respect of On Hire Charges, On Medical Charges or Legal Costs which We have paid or may become liable to pay.

#### WE MAY

- 3.11. at any time before or after providing any indemnity under the terms of this policy exercise all material rights and causes of action accruing to You and take over and conduct in Your name the prosecution pursuit and settlement of Your Claim (acting in Your best interests at all times, save where You have ceased to co-operate with Us).
- 3.12. refuse any further indemnity under this policy if You do not accept what We reasonably consider to be a reasonable offer to settle Your Claim
- 3.13. choose to pay You the amount of Your Claim instead of starting or continuing court proceedings.
- 3.14. cancel this policy by giving You 30 days written notice. We will then refund any Premium. This will not affect any right You have to make a Policy Claim in respect of liabilities You have already incurred or agreed to incur.
- 3.15. settle Your Claim on such terms as We consider fit if:
  - 3.15.1. You fail to give instructions to Us or the Authorised Representative despite three requests in writing being sent to Your address

last known to Us; or  
3.15.2. You are in default of this agreement with Us in accordance with conditions 3.17-3.21, below;

3.16. pay any cheques made out in Your name into Our bank account if they include any sum in respect of On Hire Charges, On Medical Charges or Legal Costs for which We have already indemnified You, even if they are marked "Account Payee Only" or similar or include any other money due to You. We will immediately send any other money on to You.

#### DEFAULT BY YOU

If:

- 3.17. without Our agreement You (i) withdraw from any court proceedings or (ii) otherwise fail to prosecute Your Claim; or
- 3.18. You do not comply with the conditions of this policy; or
- 3.19. We consider that You have misled Us or the Authorised Representative or (if using their services) On Hire or On Medical in any significant respect; or
- 3.20. We consider that there has been non-disclosure by You of any material facts; or
- 3.21. You become bankrupt or are unable to give instructions for any other reason;

We shall be entitled to terminate this policy and shall not be required to provide any indemnity under it. We shall notify You in writing accordingly, giving Our reasons. You shall immediately reimburse Us in respect of any indemnity that We have already provided. You shall also pay Us in respect of any further indemnity that We consider that We are obliged to provide, although We shall be released from any obligation to You to provide it.

#### ADDITIONAL CONDITIONS APPLICABLE TO CLAIMS FOR LEGAL COSTS

- 3.22. We may without any restriction on Our rights set out in general conditions 3.11-3.16, above, appoint and require You to instruct an Authorised Representative to act on Your behalf in pursuing Your Claim.
- 3.23. After We agree to court proceedings being commenced in respect of Your Claim, but before proceedings are issued, You may request Us to appoint a nominee You choose as the Authorised Representative. In making Your nomination You must have regard to Your obligation under this policy to minimise the Legal Costs that may be included in a Policy Claim. Any nominee must agree

- 3.24. to comply with Our reasonable terms of instruction. Our reasonable terms of instruction may include a requirement that the Authorised Representative or Your nominee act on a conditional fee agreement within the meaning of s 58 Courts and Legal Services Act 1990 (as amended) and its subordinate legislation, or such succeeding legislation as may be enacted from time to time, unless in the circumstances of Your case such a requirement would be unreasonable.
- 3.25. If We agree to Your request, then the nominee becomes the Authorised Representative. We will not unreasonably withhold Our agreement.
- 3.26. You also have the right to nominate an Authorised Representative before We agree to proceedings being issued in the event of any material conflict of interest between You and Us. Conditions 3.23 to 3.25 will also apply to any such a nomination.
- 3.27. You agree to provide the Authorised Representative with irrevocable authority to notify Us immediately of any breach or potential breach of this policy, and to give Us all relevant information and documents relating to such a breach or potential breach, and particularly to provide documentation requested and not supplied by You within 21 days of the first request. For the avoidance of doubt, You irrevocably waive any right to confidentiality in respect of such documents or information to the extent necessary to allow Us to determine whether You have breached the terms of this policy. In the event that notwithstanding this condition You fail to authorise the Authorised Representative to provide Us with documents and information, We shall be entitled (without prejudice to Our other rights) to terminate this policy without refund of Premium. In these circumstances, You shall not be entitled to any benefits under this policy, and any benefits previously provided must immediately be repaid.
- 3.28. These provisions are without prejudice to any right You may have granted to On Hire or On Medical to appoint or approve a legal representative in return for their provision of services to You.

#### 4. ARBITRATION

You may refer any dispute relating to this policy to arbitration. We may also refer any dispute relating to this policy to arbitration, if You agree. The arbitrator shall be an independent lawyer chosen jointly by You and Us. If We are unable to agree on the identity of the arbitrator, the arbitrator will be chosen by the Chairman of the General Council of the Bar of England and Wales. If You choose to refer the dispute for arbitration, You are not

required to pay any fee to the arbitrator in advance; the arbitrator will decide who pays any costs. The successful party reimburses the other side.

#### 5. JURISDICTION

This policy will be governed by English Law and You and We submit to the exclusive jurisdiction of the Courts of England and Wales. For residents of Scotland, Northern Ireland, the Channel Islands, or the Isle of Man, the law for that country will apply.

#### 6. SUBROGATION

You will co-operate fully with Us and/or the Authorised Representative in connection with any proceedings which may be necessary for the purpose of enforcing any rights remedies or obtaining relief or indemnity from other parties to which the Underwriter shall be or would become entitled under its rights of subrogation upon paying or becoming liable to pay any amount under this Policy.

#### 7. ASSIGNMENT

You shall not be entitled to assign the benefit of this Policy without Our prior written agreement.

#### 8. COMPLAINTS PROCEDURE

We care about the service We provide to You and We make every effort to maintain the highest possible standards. If You have any questions about the Policy please ask Us. Please have this document available so that We can deal with Your enquiry speedily.

Although We set ourselves high standards, if We do not meet Your expectations and You are dissatisfied in some way We would like to know. If You follow the guidelines below, Your complaint will be dealt with in the most efficient way possible.

Any complaints about this Policy or related services should, in the first instance, be made to the Complaints Manager, Financial & Legal Insurance Company Limited  
No.1 Lakeside  
Cheadle Royal Business Park  
Cheadle  
Cheshire  
SK8 3GW  
By Telephone: 0161 603 2230

If You remain dissatisfied with Our handling of and response to the complaint You may refer the matter to the Financial Ombudsman Service (FOS), depending on the nature of the complaint and whether it should properly be directed against Us or another party.

Contact details are as follows:

Financial Ombudsman Service,  
Exchange Tower  
London E14 9SR

Tel: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have the right to refer Your complaint to the FOS, free of charge, but You must do so within six months of the date of Our final response letter.

If You do not refer Your complaint in time, the Ombudsman will not have Our permission to consider Your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Referring a complaint to the FOS is an alternative form of dispute resolution. It does not affect Your right to take legal action. Financial and Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and authorised and regulated by the Financial Conduct Authority, reference number 202915. You can check this by visiting the Financial Services Register on the FCA website at [www.fca.org.uk](http://www.fca.org.uk).

## 9. COMPENSATION SCHEME

Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if it cannot meet their obligation. This depends on the type of scheme and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## 10. DATA PROTECTION

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 date 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.

## Motor Accident Protect Policy

To make a claim against your policy,  
contact our **24/7** claims department on:

**0330 124 6277**

Available 24/7/365