



## Guarantor Insure

Student Guarantor Protection

Policy Wording



# Table of Contents

SECTION OF YOUR POLICY	PAGE NUMBER
<b>Contract of insurance</b>	<b>3</b>
Introduction	3
Our obligation to you	3
Helpline Services	4
What to do if you are asked to pay rent arrears or dilapidations	5
Meaning of words and terms	6
<b>Insured incidents</b>	<b>7</b>
Guarantor Representation and Indemnity	7
<b>General exclusions applying to the whole policy</b>	<b>8</b>
<b>General conditions applying to the whole policy</b>	<b>9-11</b>
<b>General information</b>	<b>11-12</b>
The insurer	11
The Financial Services Compensation Scheme	11
Data protection notice	11
What to do if you have a complaint	12

# CONTRACT OF INSURANCE

Thank you for purchasing Student Guarantor Protection from Legal Protection Group Limited.

This insurance will help to protect **your** legal and financial position as the guarantor for a student living in rented accommodation. If their **tenancy agreement** contains a joint and several liability clause, **you** could be taken to court in the event of non-payment by any of the tenants - and required to pay the full amount of any **rent arrears** or **dilapidations**. This policy is designed to complement the dispute resolution service provided by Guarantor Insure by providing:

- Legal advice and representation in a dispute between **you** and the **tenant's** landlord.
- Indemnity of rent arrears or dilapidations which **you** are jointly and severally liable to pay as a guarantor.

This is **your** Student Guarantor Protection policy document and it provides evidence of the contract between **you** and the **insurer**. This document forms part of **your** policy, along with any attaching schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover and the obligations between **you** and **us** and the **insurer**.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the person who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid. Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions, use the **Helpline Services** or make a claim.

## Our obligation to you

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

- a)** **we** will provide the cover and benefits shown in **your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b)** the **insurer** will pay **adviser's costs and expenses** and, where applicable, **rent arrears** and **dilapidations** up to the **limit of indemnity** for any one **insured incident**.

**Provided that:**

**(i) you:**

- receive a monthly income (which may include savings and investments) sufficient to cover the **tenant's share**, in addition to **your** own regular living expenses;
- have not been subject to any action for non-payment of rent as either a **tenant** or **guarantor**;
- retain copies of the **tenancy agreement** and contact details of all other tenants and guarantors;
- report any claim to Guarantor Insure within 30 days of being notified of the **insured incident** and no later than 14 days after expiry of either the **tenancy agreement** or the **period of insurance** (whichever is sooner).

**(ii) the tenant:**

- has not been subject to any action for **rent arrears** or **dilapidations** at a current or previous address;
- has paid the **landlord** or **agent** a **dilapidations** deposit protected under an appropriate Tenancy Deposit Scheme or the premium for an equivalent deposit replacement scheme;
- has agreed and signed any inventory completed by or on behalf of the **landlord** or **agent**;
- is enrolled on a full or part time university course.

**(iii) we** may request documentary evidence that **you** and the **tenant** have complied with the requirements outlined under **(i)** or **(ii)** above;

**(iv)** any **rent arrears** or **dilapidations** are incurred during the **period of insurance**;

**(v)** any legal representation by an **appointed adviser** always has **reasonable prospects of success** throughout the duration of **your** claim; and

**(vi)** any proceedings or other methods **we** agree to resolve **your** claim are dealt with by a court or other body within the **territorial limit**.

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

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

Registered in England and Wales. Legal Protection Group Limited company number 10096688.

Legal Claims Group Limited company number 11033103. Website: [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

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

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

## Helpline Services

**You** have access to the **Helpline Services** listed below 24 hours a day, 365 days a year. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged (this does not apply to the **Counselling Helpline**).

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

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

### Personal Legal Advice Helpline

Provides **you** with confidential telephone legal advice on personal legal matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

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

### Personal Tax Advice Helpline

Provides **you** with confidential telephone advice on personal tax matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

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

### Counselling Helpline

Provides **you** and members of **your** family with a confidential telephone counselling service on matters causing distress. This includes onward referral to relevant voluntary or professional services who may be able to provide further support.

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

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

Using the **Helpline Services**, where obtaining legal or tax advice, does not constitute notification of a claim. Please refer to the process outlined under **What to do if you are asked to pay rent arrears or dilapidations** on **page 5**.

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

## What to do if you are asked to pay rent arrears or dilapidations

- a) If the **landlord** or **agent** asks **you** to pay **rent arrears** or **dilapidations** on behalf of the **tenant**, **you** should first ask the **tenant** to arrange payment. In a shared student house, the **tenant** is usually responsible for a proportionate **share** of both rent and any **dilapidations** - and is also usually jointly and severally liable for any **rent arrears** or **dilapidations** which exceed their **share** but which cannot be recovered from the deposit or other occupants.
- b) It is important to note that this policy will not pay for any arrears in the **tenant's** own rent due under their individual **tenancy agreement** – or for a proportionate **share** of **dilapidations** which the **tenant** should reasonably be expected to pay. In all cases, payment of this **share** remains the responsibility of the **tenant** and, if the **tenant** is unable to pay, **you** will still need to make this payment as their guarantor. If the **tenant** is held severally liable for payments in excess of their **share**, they should first try to come to an agreement with other occupants and the **landlord** or **agent** about any payments due.
- c) If payment remains disputed 7 days after **you** contacted the **tenant**, Guarantor Insure may be able to assist through a specialist dispute resolution service provided by FCC Paragon. Please call them within 31 days of being contacted by the **landlord** or **agent** to discuss **your** dispute on **02392 315 119**. To submit a claim, visit their website ([www.guarantorinsure.co.uk](http://www.guarantorinsure.co.uk)) to download a claim form and send the completed form to Guarantor Insure with copies of **your** reference report, signed tenancy agreement (with contact details for all other tenants and guarantors), signed guarantor covenant and the deposit protection certificate (or confirmation of cover under an equivalent deposit replacement scheme):
- Guarantor Insure  
4-6 Quay Point  
Northharbour Road  
Portsmouth  
PO6 3TD
- Email: [claims@guarantorinsure.co.uk](mailto:claims@guarantorinsure.co.uk)  
Telephone: **02392 315 119**
- d) Guarantor Insure provide a dispute resolution service to help resolve disputes about an alleged breach of **tenancy agreement**. On receipt of the above documents, Guarantor Insure will try to resolve **your** dispute with the other guarantors, confirming any amounts for which they are jointly or severally liable under the terms of the **tenancy agreement** and advising that legal action may be taken to recover any **rent arrears** or **dilapidations** which remain outstanding. Guarantor Insure will also try to mediate in any dispute. **You must use Guarantor Insure's dispute resolution service in order for any subsequent claims payments to be considered under this policy.**
- e) If Guarantor Insure are unable to resolve a dispute and **rent arrears** or **dilapidations** remain outstanding 21 days after **you** first contact the dispute resolution service, **you** may be able to claim under this policy for legal representation or indemnity for any amount above the **tenant's share**. Guarantor Insure will advise **you** in circumstances where **you** may be able to claim under this policy and **you** can also contact **us** directly at any time on **0344 840 6345** as soon as **you** become aware of any circumstances which could give rise to a claim under this insurance.
- f) This is a claims made insurance which means that claims must be notified to **us** during **your period of insurance**. If **your** policy expires and **your** claim is reported more than 14 days after the expiry date, **we** will not be able to assist with the claim.
- g) **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 4**).
- h) Under no circumstances should **you** instruct **your** own lawyer, accountant or legal representative or incur any costs before **we** have accepted the claim as the **insurer** will not pay any costs incurred without **our** agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on **your** behalf if **we** accept **your** claim.
- i) Once all relevant information has been received, **your** claim will be assessed and **we** will let **you** know if **we** can help. Please note that **reasonable prospects of success** must be present throughout the duration of any claim for legal representation and cover could be withdrawn if at any stage **reasonable prospects of success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- j) 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:

<b>adviser's costs and expenses</b>	<p>a) Reasonable and necessary costs, fees and disbursements chargeable by the <b>appointed adviser</b> which have been agreed by <b>us</b> in accordance with <b>our standard adviser's terms of appointment</b>.</p> <p>b) Costs and disbursements incurred by the other party in civil cases if <b>you</b> are ordered to pay them or pay them with <b>our</b> agreement.</p>
<b>appointed adviser</b>	The law firm, accountant or other suitably qualified person appointed by <b>us</b> to act on <b>your</b> behalf, under the terms and conditions of this insurance and in accordance with <b>our standard adviser's terms of appointment</b> .
<b>insured incident</b>	An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where <b>we</b> have agreed to provide cover under the terms and conditions of this insurance.
<b>insurer</b>	HDI Global Specialty SE UK Branch.
<b>landlord, agent</b>	The party to whom rent and/or any <b>dilapidations</b> are payable under the terms of the <b>tenancy agreement</b>
<b>limit of indemnity</b>	The most the <b>insurer</b> will pay for all <b>insured incidents</b> arising from the same originating cause is £25,000. The <b>insurer</b> will not pay <b>rent arrears</b> of more than £4,000 per calendar month
<b>period of insurance</b>	The period of time covered by this policy as shown in <b>your</b> schedule and any further period(s) this insurance is renewed for.
<b>reasonable prospects of success</b>	<p>Where an <b>appointed adviser</b> is instructed, there must always be more than a 50% chance that <b>you</b> will:</p> <p>a) recover any losses or damages;</p> <p>b) successfully defend a claim or prosecution;</p> <p>c) succeed in reducing a sentence, penalty or a fine if <b>you</b> plead guilty in a criminal prosecution;</p> <p>d) succeed in enforcing a judgment or obtaining a legal remedy which <b>we</b> have agreed to; or</p> <p>e) make a successful appeal or defence of an appeal.</p> <p>In all cases <b>we</b> or a suitably qualified expert acting on <b>our</b> behalf will assess whether <b>reasonable prospects of success</b> exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.</p>
<b>rent arrears, dilapidations</b>	The amount of money payable for rental charges or property damage under the terms of the <b>tenancy agreement</b> , exceeding the <b>tenant's share</b> .
<b>share</b>	The amount of <b>rent arrears or dilapidations</b> divided by the number of tenants listed on the <b>tenancy agreement</b> , unless otherwise agreed by <b>us</b> in writing.
<b>standard adviser's terms of appointment</b>	A separate agreement <b>we</b> require an <b>appointed adviser</b> to enter into with <b>us</b> . This agreement sets out the <b>appointed adviser's</b> responsibilities and the amounts the <b>insurer</b> will pay the <b>appointed adviser</b> in respect of an <b>insured incident</b> .
<b>tenancy agreement</b>	<p>A written legally binding agreement between the <b>landlord</b> and the <b>tenant</b>:</p> <p>a) for the <b>tenant</b> to occupy a property which is situated in the <b>territorial limit</b> and let under an assured shorthold tenancy, a short assured tenancy or an assured tenancy as defined by the Housing Act 1988 (updated and amended by the Housing Act 1996) or the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016);</p> <p>b) in which the <b>tenant</b> and/or the <b>tenant's</b> guarantor are jointly and severally liable for <b>rent arrears or dilapidations</b>;</p> <p>c) in which <b>you</b> are named as the <b>tenant's</b> guarantor.</p>
<b>tenant</b>	The person who occupies or has occupied the <b>landlord's</b> property under the <b>tenancy agreement</b> and for whom <b>you</b> are named as a guarantor.
<b>territorial limit</b>	England, Scotland and Wales.
<b>we, us, our</b>	<p>a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the <b>insurer</b>.</p> <p>b) Legal Claims Group Limited, who administer all claims under this insurance on behalf of the <b>insurer</b>.</p>
<b>you, your</b>	<p>The person named in the schedule who:</p> <p>a) has purchased this insurance;</p> <p>b) resides in the <b>territorial limit</b>;</p> <p>c) is liable to pay any <b>rent arrears or dilapidations</b> on behalf of the <b>tenant</b> under a guarantors' covenant/agreement signed prior to commencement of the <b>tenancy agreement</b>.</p>

## Insured incidents

**Important note:** The following cover only applies after you have reported a claim to Guarantor Insure and where Guarantor Insure have been unable to resolve your dispute. Please refer to page 5 for further details of the service provided by Guarantor Insure and the steps you should take if you are pursued for rent arrears or dilapidations.

### Guarantor Representation and Indemnity

#### What you are covered for:

1. **Adviser's costs and expenses** to defend **your** legal rights in a dispute with the **landlord** or **agent** over **rent arrears or dilapidations**;
2. If **you** receive a court order for outstanding **rent arrears or dilapidations**, the **insurer** will pay **you** an amount equal to the judgement, less **your share**.

**Please note that:**

- (i) In all cases, **we** will decide the best way of providing assistance under insured incidents **1** or **2** above.
- (ii) **We** will not pay any claims:
  - a. where the **rent arrears** or **dilapidations** total less than £150; or
  - b. where **you** have failed to comply with any of the reporting requirements set out in this policy.
- (iii) If **we** pay **you rent arrears** or **dilapidations** following a court order:
  - a. we will pay **you** within 14 days of **us** receiving the court order and all requested documentation;
  - b. **you** must pay the full amount due (including **your share**) to the court within 7 days of **our** payment. If **you** are unable to evidence this payment on request, **you** will be required to repay **us** in full.

## General exclusions applying to the whole policy

### There is no cover for:

- 1) Deposit deductions**  
Any claim for **rent arrears** or **dilapidations** which can be deducted from the deposit payable under the **tenancy agreement**.
- 2) The tenant's share**  
The **tenant's** own proportionate **share** of rent or **dilapidations** specified in the **tenancy agreement**.
- 3) Non-Repayment**  
Any claim arising from **your** failure to repay the court any payments made to **you** by the **insurer** under this policy.
- 4) Claims arising before this insurance started**  
Any event or dispute which **you** were aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.
- 5) Tenancy agreements commencing before this insurance started**  
Any disagreement which arises within the first 90 days of the first **period of insurance** where the **tenancy agreement** commenced before the first **period of insurance**.
- 6) Costs incurred and legal action we have not authorised**
  - a) Any adviser's costs and expenses** or other costs incurred:
    - (i)** before **we** have accepted a claim; and/or
    - (ii)** which **we** have not authorised in advance.
  - b) Any action** taken by **you** which **we** or the **appointed adviser** have not agreed to.
- 7) Fines and court awards**
  - a) Fines, compensation, damages or penalties** awarded against **you**.
  - b) Any costs** **you** are ordered to pay by a court of criminal jurisdiction, except where **we** have agreed to indemnify **rent arrears** or **dilapidations**.
- 8) Wilful acts**  
Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by **you**.
- 9) Judicial Review and challenges to legislation**
  - a) Judicial Reviews** (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries.
  - b) Any challenges** to current or proposed legislation.
- 10) Freehold, leasehold and rent reviews or assessments**  
Any claim relating to:
  - a) purchasing** a freehold or extending a leasehold;
  - b) registering, reviewing or assessing** rents or matters relating to Land Tribunals, Leasehold Valuation Tribunals, Rent Tribunals or Rent Assessment Committees.
- 11) Disputes with us, the insurer or the appointed adviser**  
Any claim made against **us**, the **insurer** or the **appointed adviser** (please also refer to **General conditions applying to the whole policy 9**).
- 12) 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 11**).

### 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) Appointment of an appointed adviser

- a) If **we** accept **your** claim, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.
- b) If **your** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **our** chosen **appointed adviser** cannot act for **you** as to do so would breach their professional code of conduct), **you** are free to nominate a law firm or suitably qualified representative to act as the **appointed adviser**.
- c) Any law firm or suitably qualified representative nominated by **you** must agree to represent **you** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most the **insurer** will pay is no more than the amount the **insurer** would have paid to **our** own choice of **appointed adviser**.

### 3) Conduct of the claim

a) You must:

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

b) You must not:

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

c) **We** can:

- (i) contact the **appointed adviser** at any time and have access to all documents and information regarding **your** claim;
- (ii) withdraw funding for a claim and pursue **you** to recover **adviser's costs and expenses** or other costs or amounts already paid, if **you** pursue or withdraw from that claim without **our** consent or fail to pass on any instructions to the **appointed adviser**;
- (iii) withdraw funding for a claim if **you** dismiss the **appointed adviser** without **our** consent and there is no valid cause to do so, or if the **appointed adviser** refuses to continue acting for **you** with **our** consent and there is valid cause to do so; and
- (iv) withdraw funding for a claim if at any time **we** believe **reasonable prospects of success** are no longer present. The **insurer** will still pay any **adviser's costs and expenses** or other costs or amounts **we** have agreed to, prior to **reasonable prospects of success** no longer being present.

### 4) Claims settlement

- a) **You** must tell **us** immediately an offer to settle a claim is received and must not enter negotiations to settle a claim without **our** prior consent.
- b) If **you** refuse a fair and reasonable offer to settle a claim, **we** will be entitled to withdraw funding for that claim and the **insurer** will pay no further **adviser's costs and expenses** or other costs or amounts.
- c) **We** may decide to settle a claim by instructing the **insurer** to pay the reasonable value of that claim instead of pursuing, defending or continuing with any action in court. In such cases **we** may decide to pursue the other party for the amount the **insurer** has paid to **you** and **you** must allow **us** to take over and continue the claim in **your** name and provide **us** with any information in support of this action.

### 5) Costs recovery and assessment of costs

You must:

- a) take all reasonable steps to recover **adviser's costs and expenses** or other costs or amounts and pay such sums recovered to **us**;
- b) tell the **appointed adviser** to have **adviser's costs and expenses** taxed, assessed and audited if **we** ask for this. If it is established that **adviser's costs and expenses** or any other costs have been billed which have not been agreed by **us**, the **insurer** reserves the right to refuse to pay these unauthorised costs.

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

### 6) Appealing the outcome of a claim

Appeals regarding the outcome of an **insured incident**, either made by or against **you**, must be notified to **us** as soon as possible and within 10 days of the deadline for any appeal. **Reasonable prospects of success** must still be present in order for an appeal to be considered.

### 7) Other insurance and apportionment of costs

If any **adviser's costs and expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

### 8) Obtaining a legal opinion

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

### 9) 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**. If **we** are not able to agree on the appointment of an arbitrator with **you**, 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.

### 10) Your cancellation rights

#### a) Cooling-off period

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

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

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

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

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

### 11) Our cancellation rights

#### a) General

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

(i) **you** have failed to co-operate with **us** or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or

(ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **you**.

#### b) Fraudulent or dishonest claims

If **we** have evidence that **you** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **us** or the **appointed adviser** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **you** any **adviser's costs and expenses** or other costs or amounts 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.

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

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

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

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

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

## General information

### The insurer

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

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

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

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

### The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim. Further information about the compensation scheme arrangements can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

### Data protection notice

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

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

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

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

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

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

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

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

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

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

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

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

## General information (continued)

### What to do if you have a complaint

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

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

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

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

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

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

If the complaint is about another party, such as a law firm who is acting for **you**, **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:

- **complaint.info@financial-ombudsman.org.uk**
- **0800 023 4567** (free from a landline) or
- **0300 123 9123** (free from some mobile phones)
- **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.**

LEGAL PROTECTION GROUP LIMITED

Head and Registered Office:

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

Registered in England and Wales, company number 10096688

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

Twitter: @LegalProGroup



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