

Non-Fault Benefits

- Accident Management service for all non-fault incidents
- Vehicles assessed by fully qualified, independent engineers
- Replacement like-for-like vehicle whilst yours is being repaired*
- No up-front costs
- Professional representation to claim for injury and other losses
- Assessment and treatment arranged
- Retain 100% of any compensation received for personal injury**
- Up to £100,000 of legal representation

*Subject to availability, terms & conditions apply

**Terms & conditions apply



CLAIMLINE

01527 758352



First Insurance is a trading name of Fresh Insurance Services Group Ltd and is authorised and regulated by the Financial Conduct Authority (reference number 306202)

Administered directly by On Insurance, a trading name of On Hire Ltd who are authorised and regulated by the Financial Conduct Authority (reference number 480928), for the customers of First Insurance.

On Insurance

50 Heaton Road, Heaton, Newcastle upon Tyne, NE6 1SE

Email: info@oninsuranceco.uk

Revised August 2018

First Insurance
Platinum Legal
Cover



Had an accident? Call us first.

CLAIMLINE 01527 758352

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01527 758352

If you're involved in an accident, one call to First Insurance and we will help you with all aspects of your claim.

For Non-Fault Accidents:

We will arrange to report the non-fault incident to your insurance company, and where necessary, liaise with all parties involved, including third party insurance companies, engineers, repairers etc.

If the incident wasn't your fault, we can arrange for repairs to be authorised with your chosen repairer (subject to assessment), and also arrange for a like-for-like replacement vehicle*. The vehicle will be delivered and collected from your home address. If repairs are authorised and arranged by us, you will have no excess to pay.

In the event of a non-fault accident, we will appoint a qualified specialist solicitor to pursue any injuries suffered by you and your passengers. The solicitor appointed will be fully committed to settling your claim on the best terms possible.

For Fault Accidents:

We will put you in touch with your insurance company's claims department, who will assist you with progressing your claim.



*Subject to availability, terms & conditions apply

Replacement Vehicle Service

Our network of replacement vehicle suppliers have access to over 300,000 vehicles across the UK. Vehicles include private cars, commercial vehicles, taxis and motorcycles and can be delivered to your home address or collected from one of over 300 local depots nationwide.

Vehicle Repair Service

In the event of a non-fault accident, we will appoint a qualified specialist solicitor to pursue any injuries suffered by you and your passengers. You will not be required to pay any excess to the repairer upon completion of the repairs. (Terms & Conditions apply)

Litigation Service

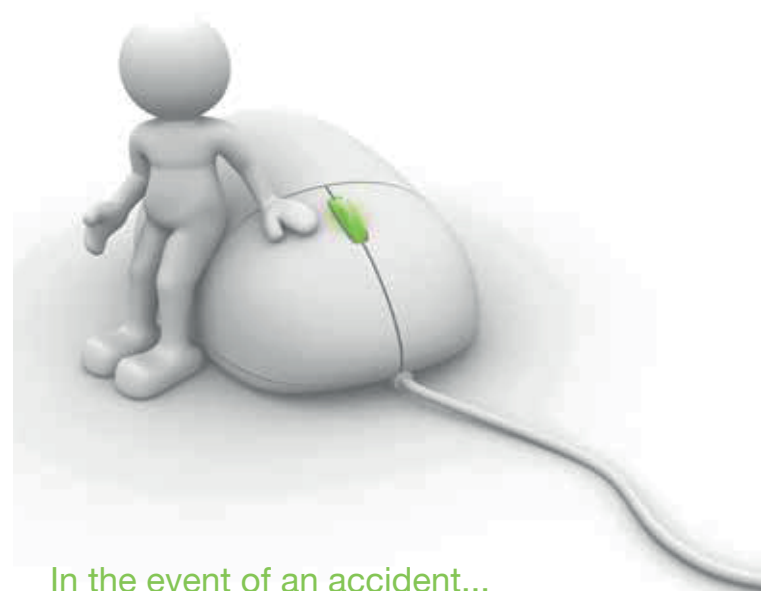
Should legal proceedings be deemed necessary to achieve the appropriate settlement, we will instruct a suitably qualified solicitor to deal with this on your behalf. This policy will provide you with cover for up to £100,000 of legal expenses.

Regulation

First Insurance Platinum Legal Cover is administered by On Insurance, a trading name of On Hire Ltd who are authorised and regulated by the Financial Conduct Authority under reference number 480928.

First Insurance is a trading name of Fresh Insurance Services Group Ltd and is authorised and regulated by the Financial Conduct Authority under reference number 306202.

The directors and shareholders of Winn Solicitors Ltd have set up separate companies who we recommend to provide additional services, they are On Hire Limited and On Medical Limited (which also trades as the North East Clinic). On Hire Limited is authorised and regulated by the Financial Conduct Authority in relation to its insurance business.



In the event of an accident...

- Keep calm - do not admit liability
- Call 999 if emergency services are needed
- Exchange names, addresses and insurance details
- Note everything you can - all witnesses, vehicles, locations, damage and accident circumstances
- Be sure to note the make, model, colour and registration number of every vehicle involved
- Draw a sketch of the scene - take photos if possible
- Remember to look out for other traffic around the accident, particularly on busy highways
- Contact First Insurance on **01527 758352**

Other Driver's Name

Other Driver's Address

Other Driver's Contact Telephone Number

Other Driver's Vehicle and Insurance Details

CLAIMLINE **01527 758352**

JUST ONE CALL TODAY TO **FIRST INSURANCE** WILL SORT IT ALL

Motor Legal Expenses Insurance

Insurance Product Information Document

Company: Financial & Legal Insurance Company Ltd



Product: Motor Legal Expenses

This document is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording. You will also receive a policy schedule showing the specific details of your policy and the cover(s) you have selected. Please take some time to read the policy documents when you receive them. It is important that you tell us as soon as possible if any of the information is incorrect.

What is this type of Insurance?

This policy of insurance provides cover for legal costs and expenses up to the policy limit in respect of claims for personal injury and compensation for damage caused by a third party in the courts of the separate jurisdictions of Great Britain and Northern Ireland arising out of a road traffic accident in which you were involved.



What is insured?

- ✓ Uninsured loss recovery – costs for making a claim for damages in respect of death or bodily injury and/or uninsured losses incurred, sustained by you in a road traffic accident. The total amount we will pay in any one given period of insurance will be £100,000.
- ✓ Legal costs and expenses that you may be liable to pay to another party in making a claim for damages or compensation for bodily injury.
- ✓ An accident helpline is included, so for advice on any motoring accident, please telephone 01527 758352, quoting Master Certificate Number MOTLEI/AL/10/16.



What is not insured?

- ✗ Costs where we feel that it is unlikely that a reasonable settlement will be obtained, or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit.
- ✗ Legal costs and expenses which were incurred without our prior written authorisation or they were incurred as a result of a significant default or delay on your part.
- ✗ Such legal costs and expenses for claims which arise from a criminal act or omission.
- ✗ Claims for more than the limit of indemnity, as shown as £100,000 in any one period of insurance.
- ✗ Applications for judicial review or in respect of the Human Rights Act, or proceedings forming part of a group or multi-party action.



Are there any restrictions on cover?

- ! The claim must be within the jurisdiction of the courts of the United Kingdom of Great Britain and Northern Ireland.
- ! You must use a representative or solicitor nominated by us



Where am I covered?

- ✓ Cover is provided for you within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man



What are my obligations?

You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief. Your answers will form part of the statement of facts on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid.



When and how do I pay?

You can pay your premium as a oneoff payment, annually or in monthly instalments.



When does the cover start and end?

Your cover will start and end on the dates stated in your policy documents.



How do I cancel the contract?

We hope you are happy with the cover this policy provides, however you have the right to cancel it within 14 days of receiving the policy. See the enclosed policy document and the section headed 'cancellation'.

The insurer may cancel this policy at any time, by giving 7 days notice.

Your Insurer

This Motor Legal Expenses Insurance is underwritten by Financial & Legal Insurance Company Limited, No 1 Lakeside, Cheadle Royal Business Park, Cheadle, Manchester, SK8 3GU.

Financial and Legal Insurance Company Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check this by visiting the Financial Services register on the FCA website at www.fca.org.uk.

Making a claim

If you have a claim, please telephone us on **01527 758352** quoting master Certificate Number MOTLEI/AL/10/16 as soon as possible to tell us about it.

Complaints

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 effective way possible.

Any complaints about this policy or related services should, in the first instance, be made to the Customer Services Manager, First Insurance, Ladybird Suite, Burnt Meadow Road, Redditch, B98 9PA or by telephoning 01527 758352. A copy of their complaints procedure may be supplied upon request.

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

Contact details and full complaints procedure can be found in the Policy Wording.

What happens if we can't meet our liabilities?

In the event that Financial and Legal Insurance Company Limited, the underwriters of this insurance, is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

Further information can be found in the policy wording under the heading "Compensation Scheme".

Motor Legal Expenses Insurance

Master Certificate Number MOTLEI/AL/10/16

The insurance provided by this policy is underwritten by Financial and Legal Insurance Company Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Their FCA registration number is 202915 and **You** can check this by visiting the Financial Services Register on the FCA website at www.fca.org.uk/register. Registered office is No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW. Registered in England under Company number 03034220.

This Motor Legal Expenses Insurance policy has been arranged by On Insurance, a trading name of On Hire Limited. On Hire Limited is authorised and regulated by the Financial Conduct Authority under authorisation number 480928. This can be checked on the Financial Services Register at www.fca.org.uk/register or by telephoning 08001116768.

The policy is supplied by First Insurance, a trading name of Fresh Insurance Services Group Limited, registered address Ladybird Suite, Burnt Meadow Road, North Moons Moat, Redditch, Worcestershire, B98 9PA. Fresh Insurance Services Group Limited is authorised and regulated by the Financial Conduct Authority, authorisation number 306202

In return for the payment by the **Insured** of the premium payable for this policy of insurance **We** will provide Before the Event Legal Expenses Insurance on the terms set out below.

1. Definitions

Authorised Representative (s)	A solicitor, counsel, claims handler or mediator or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured persons interests.
Civil claim	A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made.
Condition	An obligation which You must perform. If a Condition is not performed by You , We will not be under any liability to pay You anything under the terms of this policy.
Defendant's costs	Legal costs and expenses the Insured or Insured person may become liable to pay to another party in making a Civil claim covered by this policy against that other party.
Legal Advice	Initial advice over the telephone as to whether or not You have Reasonable prospects of success in respect of an accident.
Insured (s)	The Policyholder specified on the Certificate of Insurance for Your main motor policy.
Insurer	Financial & Legal Insurance Company Limited.
Insured person (s)	The insured or any passenger who is in the Insured Vehicle with the Insured's permission or the personal representative or estate thereof.
Insured vehicle (s)	The vehicle or vehicles identified on Your Certificate of Motor Insurance as the Insured vehicle (s) or any other vehicle which We may, after receiving a written request from You , accept in substitution for that vehicle.
Legal advice	Advice given by an Authorised Representative .

Legal proceedings	A claim for damages or compensation pursued in a court of law within the United Kingdom of Great Britain and Northern Ireland.
Maximum amount	The total amount that We will be liable to pay in aggregate for Professional Fees and Defendant's Costs for any and, if more than one, all claims made under this policy is £100,000.
Period of cover	The Policy stated in the schedule for Your main motor insurance policy.
Professional Fees	Legal fees and costs reasonably and properly incurred by the Authorised Representative , with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of Your claim .
Reasonable prospect of success	A prospect in excess of 50% of obtaining the payment of damages or compensation from another party.
Small claim (s)	A claim for damages or compensation which is, or may be, if Legal proceedings are issued, allocated to the Small Claims jurisdiction of the courts of the United Kingdom of Great Britain and Northern Ireland.
Territorial Limits	Means the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man,
We, Our, Us	On Insurance a trading name of On Hire Ltd as agents for the Insurer .
You, Your	The person named as the Insured in the schedule to this policy or an Insured person .
Your claim	A claim by You falling within cover section 2 below.

2. Cover

2.1. Accident Advice

For advice on **all motoring** accidents simply telephone **01527 758352** quoting: **Master Certificate Number MOTLEI/AL/10/16**.

Except as noted in section 3 **We** will pay as follows:

2.2. Motor Uninsured Loss Recovery

Professional Fees of any **Civil claim** for damages or compensation in respect of death or bodily injury sustained by **You** in a road traffic accident and/or uninsured losses incurred, within the United Kingdom of Great Britain and Northern Ireland, where **Your** accident occurred during the **Period of cover** stated in the schedule to this policy.

The **Defendant's costs** of any claim covered under cover section 2.2 above which **You** may become liable to pay.

3. What is not covered on this policy **We** will not pay: **Professional Fees** and/or **Defendant's costs**

3.1. Of a **Small claim**.

3.2. Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance.

- 3.3. Which would, if this policy were not in force, be covered by another policy of insurance.
- 3.4. Incurred before **We** have received a claim form from **You**.
- 3.5. In aggregate in excess of the **Maximum amount**.
- 3.6. Where **Your claim** does not have a **Reasonable prospect of success**.
- 3.7. Incurred after **You** or **We** have received **Legal advice** to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** or **Legal advice** not to pursue or continue to pursue **Your claim** by **Legal proceedings**.
- 3.8. Incurred after **We** have told **You** that **We** consider **Your claim** should be pursued by means other than by **Legal proceedings**.
- 3.9. Of any appeal made without **Our** consent in writing.
- 3.10. Of any appeal incurred after **You** have received **Legal advice** that the appeal does not have a **Reasonable prospect of success**.
- 3.11. Where **You** have failed to comply with a **Condition** of this policy.
- 3.12. Where the **Authorised Representatives** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf or represent **You**.
- 3.13. Where **You**, without a good reason, instruct the **Authorised Representatives** instructed to act on **Your** behalf to cease acting on **Your** behalf or representing **You**.
- 3.14. For claims which arise from a criminal act or omission.
- 3.15. For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action.
- 3.16. For any insured incidents which;
- Occurred outside the United Kingdom of Great Britain and Northern Ireland.
 - Did not occur during the **Period of cover** stated in the certificate of insurance in **Your** main motor policy.
- 3.17. For any claims caused by, contributed to by, or arising from:
- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed.
- 3.18. Any sum **You** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings.
- 3.19. Prosecutions which allege dishonesty or violence.
- 3.20. Claims against First Insurance (a trading style of Fresh Insurance Services Group Limited) or On Hire Ltd or the **Insurer**.

- 3.21. In relation to a claim for the loss or damage of any goods being carried in the **Insured vehicle** where a claim under this policy arises out of the use of the **Insured vehicle** for commercial purposes and the authorised representatives are unable to claim against the third party insurer.
- 3.22. In relation to a claim for any personal injuries suffered by the driver of the **Insured vehicle** against the driver's employer where the employer is also the **Insured**.
- 3.23. Prosecutions resulting from drink or drug related or parking offences.
- 3.24. Any claim relating to a road traffic accident which happens during a race rally or competition.
- 3.25. Any claim relating to an accident caused by faults in the **Insured vehicle** or faulty, incomplete or incorrect service maintenance or repair of the **Insured vehicle**.

4. Conditions

You must comply with the following obligations each of which is a **Condition** of this policy: -

- 4.1. Ensure that the event involving the use of the **Insured vehicle/s** giving rise to a claim under this policy is covered by a policy of compulsory insurance complying with the requirements of the Road Traffic Act 1988 which is known to be of risk and indemnity has not been repudiated nor refused by the insurer issuing the policy.
- 4.2. Ensure that **We** receive notification of any event which may give rise to any claim under this policy as soon as reasonably possible.
- 4.3. Ensure that **We** receive a claim form for any claim under this policy not later than 60 days after the event giving rise to **Your claim**.
- 4.4. Provide any information reasonably requested by **Us** or the **Authorised Representative** instructed on **Your** behalf within a reasonable time.
- 4.5. Take all reasonable steps to minimise **Professional Fees** or **Defendant's costs** which **We** may be liable to pay under the terms of this policy.
- 4.6. Ensure that any **Authorised Representative** instructed on **Your** behalf fulfil the **Authorised Representatives** obligations set out below.
- 4.7. Ensure any claim **You** make is an honest claim and not one which is false or fraudulent.
- 4.8. Ensure that **Your claim** is not prejudiced by any action or inaction on **Your** part.

5. Claims Process

On Hire Ltd and **First** Insurance are the Insurer's agent and in the event of a claim act on behalf of the **Insurer**.

Following a motoring accident please telephone **01527 758352** quoting:
Master Certificate Number MOTLEI/AL /10/16

In the performance of **Our** obligation to pay **You** under the terms of this policy-

- 5.1. **You** must supply **Us** with a completed claim form containing a complete and truthful report of the facts giving rise to **Your claim**, details of any potential witnesses, any documentary evidence in support of **Your claim** and details of any policy of insurance covering any person against whom **You** wish to pursue **Your claim**. **You** may obtain a claim form by telephone on **01527 758352**.

5.2. **We** will make a preliminary assessment of the merits of **Your** claim. If **We** decide that **Your** claim appears to have a Reasonable prospect of success, **We** will appoint an **Authorised Representative** to act on **Your** behalf in **Your** claim.

5.3. If **We**

- Consider it unlikely a reasonable settlement will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or
- Decide **Your** claim does not appear to have a Reasonable prospect of success

We will tell **You** in writing. If **You** accept **Our** advice, **Your** entitlement to payment from us under this policy for that claim is at an end and **We** will be discharged from any liability to **You** in respect of that claim.

5.4. If **You** do not accept **Our** advice **We** will instruct an **Authorised Representative** to advise **You** and **Us** whether **Your** claim has a Reasonable prospect of success. If the **Authorised Representative** instructed advises that there is no reasonable prospect of success in **Your** claim **We** will not be liable to pay **You** anything under the terms of this policy for that claim. If the **Authorised Representative** instructed advises that there is a Reasonable prospect of success **We** will appoint the **Authorised Representative** to act on **Your** behalf in the pursuit of **Your** claim.

5.5. When **We** appoint an **Authorised Representative** to act on **Your** behalf **We** will tell **You** in writing. The **Authorised Representative** **We** have appointed will require **You** to enter into an agreement with them under which they will act on **Your** behalf.

5.6. The **Authorised Representative** will take over and conduct in **Your** name any **Civil claim** for damages or compensation in respect of a valid claim covered under the terms of this policy. The **Authorised Representative** nominated and appointed will act on **Your** behalf. This does not affect **Your** legal rights at the point of or during legal proceedings.

5.7. If

- The **Authorised Representative** instructed to act on **Your** behalf refuses to continue to act on **Your** behalf, or
- **You** without a good reason instruct the **Authorised Representative** to cease acting on **Your** Behalf.

We will not pay **You** anything under the terms of this policy and **Our** liability under this policy for that claim shall cease forthwith.

5.8. **We** may appoint another **Authorised Representative** to act on **Your** behalf or permit **You** to instruct another **Authorised Representative** to act on **Your** behalf if **We** consider that it is reasonable to do so.

5.9. Where an **Authorised Representative** is appointed to act on **Your** behalf by **Us** **We** appoint them in the performance of **Our** obligations under the terms of this policy and not as an agent for **You**.

5.10. Where an **Authorised Representative** is instructed to act on **Your** behalf **You** and **We** will require them to comply with the **Authorised Representatives** obligations set out below.

5.11. **We** may require counsel to advise whether in all the circumstances of **Your** claim, including the commercial merits of **Your** claim, a proposal, Part 36 offer or Part 36 payment made in settlement of **Your** claim should be accepted or whether **Your** claim should be pursued or continue to be pursued by **Legal proceedings**.

5.12. If **We** reasonably consider that **Your** claim should be pursued by some means other than by **Legal proceedings** **We** will tell **You** in writing.

6. Authorised Representatives Obligations

Your Authorised Representatives must: -

- 6.1. Provide **You** and **Us** with a reasoned assessment in writing of the prospects of success in **Your claim** and an estimate of the likely costs of pursuing **Your claim** as soon as reasonably practicable and in any event within 28 days of accepting instructions to act on **Your** behalf.
- 6.2. Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your claim** or any Part 36 offer or Part 36 payment made in respect of **Your claim** together with their advice as to whether the proposal, Part 36 offer or Part 36 payment should be accepted.
- 6.3. Notify **You** and **Us** immediately in writing of any change in their assessment of the prospects of success in **Your claim**.
- 6.4. Provide **Us** with such information as **We** may reasonably require from time to time about the progress of **Your claim**.
- 6.5. Provide **Us** with a written report at 6 monthly intervals from the date instructions to act on **Your** behalf were accepted by them as to the progress of **Your claim** and any change in the prospects of success in **Your claim** or the likely cost of pursuing **Your claim**.
- 6.6. Deal with **Your claim** in such manner as **We** reasonably require from time to time.
- 6.7. Obtain **Our** consent in writing before undertaking any of the following;
 - Issuing **Legal proceedings** on **Your** behalf.
 - Instructing counsel, leading counsel or an expert witness on **Your** behalf.
 - Making an appeal against any order of the court made in **Legal proceedings** issued on **Your** Behalf.
 - Withdrawing, discontinuing or settling **Your claim** in a way which may give rise to a liability on **Our** part to pay **Defendant's costs** under this policy.
 - Entering into any agreement as to the amount of or liability to pay **Defendant's costs**.
 - Entering into any form of alternative dispute resolution.
 - Incurring any disbursement likely to exceed £500 or more (exclusive of VAT).
- 6.8. Use their best endeavours to obtain payment of **Professional Fees** or **Defendant's costs** from any other party who may be liable to pay those costs.
- 6.9. Repay to **Us** any costs **We** have paid in the pursuit of **Your claim** which may be recovered from any other party.
- 6.10. Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your claim** together with their advice as to whether the proposal should be accepted.
- 6.11. Use their best endeavours to obtain payment of **Professional Fees** from any other party who may be liable to pay those costs.
- 6.12. If required to do so by **Us**, procure an assessment by the court or an appropriate professional body of the amount properly payable to the **Authorised Representatives** for **Professional Fees**.

7. Cancellation

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please contact **First Insurance**, using the details stated in your documentation provided at the time of sale, within 14 days of issue and **We** will refund **Your** premium (except where it is free). Thereafter **You** may cancel the policy at any time, however no refund of premium will be available.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 7 days notice to the **Insured** at their last known address. Provided the premium has been paid in full (except where it is free) the **Insured** may be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Unless specifically agreed by the insurer this policy is not transferable and no premium or portion of a premium paid by **You** (except where it is free) is in any circumstance refundable after the 14 day period referred to above.

8. General

- 8.1.** **You** will take all reasonable steps to minimise **Professional Fees** or **Defendant's costs** which **we** may be liable to pay under the terms of this policy.
- 8.2.** **You** will at all times co-operate with **Us** and with the **Authorised Representatives** instructed on **Your** behalf.
- 8.3.** Any dispute between **You** and **Us** over the handling of **Your** case by the **Authorised Representative** which **We** cannot resolve between **Us** shall be determined by an arbitration by an arbitrator appointed by **You** and by **Us** together. If agreement on the arbitrator to be appointed cannot be reached **You** or **We** can ask the Chairman of the Bar Council to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the Arbitration Acts then in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party.
- 8.4.** The rights and obligations of an **Insured passenger** under this policy shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 8.5.** This policy is governed by the English Law with exclusive jurisdiction of the Courts of England and Wales.

9. 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 Customer Services Manager. First Insurance, Ladybird Suite, Burnt Meadow Road, Redditch, B98 9PA or by telephoning us on 01527 758352. A copy of their complaints procedure may be supplied on request.

If **You** remain dissatisfied with **Our** handling of and response to the complaint **You** may refer the matter 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 0234567.

Email: complaint.info@financial-ombudsman.org.uk Website: 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.

In Referring a complaint to the FOS is an alternative form of dispute resolution. It does not affect **Your** right to take legal action.

10. Compensation Scheme

Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it cannot meet their obligations. This depends on the type of business 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

11. 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 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**.