



**ROOTS**

C O N T R A C T O R I N S U R A N C E

# CONTRACTOR LEGAL PROTECT INSURANCE

## POLICY WORDING

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

**Version: RCI-CLP-1.1**

---

Roots Contractor Insurance is a trading name of Roots Insurance Brokers Limited.

Roots Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number: 930814.

Roots Insurance Brokers Limited. Registered Office: Jason Works, Clarence Street, Loughborough, Leicestershire, LE11 1DX. Registered in England & Wales number: 12676044.



## Contents

Welcome.....	3
Our Agreement.....	3
How to Make a Claim.....	4
Definitions .....	5
What is Insured.....	6
Insured Incidents .....	6
1. Health and Safety Appeals.....	6
2. Legal Defence.....	6
3. Contract Disputes and Debt Recovery .....	7
4. Property Disputes .....	7
5. Court Attendance .....	7
6. Licence Protection .....	8
7. Personal Injury .....	8
8. Jury Service .....	8
9. Squatter Eviction.....	8
What is NOT Insured.....	9
Claims Settlement Provisions .....	11
Conditions.....	13
How to Make a Complaint .....	14
Financial Services Compensation Scheme .....	15
Data Protection.....	16



## Welcome

Thank you for purchasing your Contractor Legal Protect Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. You now have legal expenses insurance to protect you in relation to the cover set out in this Policy.

A summary of the cover provided by this Policy is shown in your Insurance Product Information Document (IPID).

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. Please see the cancellation condition under the Conditions.

## Our Agreement

This insurance is a contract between us (Financial & Legal Insurance Company Limited) and you (the Policyholder shown in the Policy Schedule). This is a claims made policy which means that for there to be a valid claim under the policy, claims must be reported to us during the Period of Insurance.

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.

We will, subject to the terms of this Policy, provide you with the insurance set out in the Policy in respect of claims reported to us during the Period of Insurance shown in the Policy Schedule and for any subsequent period for which we may accept a renewal premium.

You must ensure that all the information you have given to us is accurate to the best of your knowledge. We will be entitled to refuse to accept a claim where you do not take reasonable care not to make a misrepresentation.

The Policy, Policy Schedule and any endorsements must be read together as one document.

Signed on our behalf

A handwritten signature in black ink, appearing to read "Nick Garner", is written over a horizontal line.

Nick Garner, Chief Executive Officer  
Financial & Legal Insurance Company Limited

Any queries relating to Your policy should be addressed to:

**Post:** Roots Contractor Insurance, Jason Works, Clarence Street, Loughborough, Leicestershire, LE11 1DX.  
**Telephone:** 0333 444 8844  
**Email:** [customer.service@rootsfinancegroup.co.uk](mailto:customer.service@rootsfinancegroup.co.uk)



## How to Make a Claim

If **You** need to contact **Us** or need to make a claim **You** can:

- Call **Us** on: 0161 4921639
- Email **Us** at: [nonmotorclaims@financialandlegal.co.uk](mailto:nonmotorclaims@financialandlegal.co.uk)
- Write to: Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by the policy **We** will then send the **Insured Party** a claim form to be completed and returned to **Us**.

If the claim is reported to **Us** during the Period of Insurance and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** or other suitably qualified representatives to act on behalf of the **Insured Party**.

*Please note that*

- Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this policy.
- Under this policy the **Reasonable Prospects** clause must be met for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Party** be entitled to choose their own **Appointed Representative**.



## Definitions

Each of the words or terms have a specific meaning which applies wherever they appear in **bold** type in this Policy.

### **Appointed Representative:**

means the claim negotiator, lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person**, in accordance with **Our** standard terms of appointment.

### **Buildings:**

means the buildings and land owned by **You** or for which **You** are legally responsible, shown in the **Policy Schedule** and used in connection with the **Business**.

### **Business:**

means the Business shown in the **Policy Schedule**.

### **Costs and Expenses:**

means all necessary and reasonable

1. Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**;
2. Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

### **Employee:**

means any person under a contract of service with **You** in connection with the **Business**. This includes any

1. Trainee under **Your** control in connection with a government approved training scheme;
2. Ex-employee or prospective employee.

### **Insured Person:**

means **You** and any director or partner of **Your Business** provided that they have **Your** permission to claim under this Policy.

### **Legal Proceedings:**

means a legal remedy for compensation, specific performance or an injunction.

### **Period of Insurance:**

means any 12 month period of continuous cover stated in the **Policy Schedule**.

### **Policy Schedule:**

means the document headed "Policy Schedule" giving details of **You**, the **Period of Insurance**, and commencement date, that forms part of **Your** contract of insurance along with this document.

### **Reasonable Prospects:**

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.

### **Territorial Limits:**

Means the United Kingdom, the Channel Islands or the Isle of Man.

### **We/Us/Our:**

means Financial & Legal Insurance Company Limited.

### **You/Your:**

means the **Policyholder** shown in the **Policy Schedule** attached to this Policy.

## What is Insured

**We** will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents, shown as operative in the **Policy Schedule**, set out below.

Provided that

1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**
  - a. during the Period of Insurance, and
  - b. immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
3. The **Insured Person** follows the advice provided to the **Insured Person** by **Our** Claims and Advice Service.
4. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Advice Service.
5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claims and Advice Service.
6. The **Business** is situated in the United Kingdom, the Isle of Man or the Channel Islands.
7. The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.
8. The event which leads to a claim arises in connection with the **Business**.

## Insured Incidents

### 1. Health and Safety Appeals

**We** will pay the **Costs and Expenses** in relation to an appeal against the service of an improvement or prohibition notice, a suspension notice or an order of enforcement under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

Provided that upon becoming aware of the service of a notice or enforcement order under or in relation to the Health and Safety or Food Safety Acts, the **Insured Person** acts with due diligence in the event of any approach by the Environmental Health Office or the Health and Safety Executive.

**We** will not pay for any claim

- a. Relating to assault or violence, malicious falsehood, the manufacture or dealing in alcohol, illegal drugs, indecent or obscene materials or illegal immigration.
- b. In connection with an offence relating to the proceeds of any crime or criminal act.

### 2. Legal Defence

**We** will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to any

- a. Prosecution in a court of criminal jurisdiction brought or commenced against the **Insured Person** arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality and the supply of safe goods.
- b. Civil action being taken against an **Insured Person** for wrongful arrest in connection with an accusation of theft.
- c. Civil action being taken against an **Insured Person**, but not **You**
  - i. under legislation for unlawful dismissal on the grounds of race, sex, sexual orientation, age, disability or religious belief arising from that person's work as an **Employee**;
  - ii. as a trustee of a pension fund set up for the benefit of **Your Employees**.
- d. Civil action for compensation under the Data Protection Act 2018.
- e. Appealing against the refusal of the Information Commissioner to register **Your** application for registration.
- f. An **Insured Person** being served with an enforcement, de-registration or transfer prohibition notice or information notice or special information notice.

**We** will not pay for

- a. Any costs arising unless **You** have registered with the Data Protection Register or Data Protection Commissioner.
- b. Any claim relating to a Road Traffic Offence.

### 3. *Contract Disputes and Debt Recovery*

**We** will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered for the buying, selling or hiring in of any goods or services.

Provided that:

- (i) Any claim for undisputed and unpaid monies owed is notified to **Us** within 45 days from the date the monies were first due and payable.
- (ii) All **Your** normal credit control procedures have been exhausted or **You** have made reasonable efforts to recover the monies owed.
- (iii) The amount in dispute exceeds the amount shown in the **Policy Schedule**.

**We** will not pay for

- a. Any claim where the amount in dispute is less than £1,000.
- b. Any claim relating to any land or buildings.
- c. Any claim relating to a lease or licence of any land or buildings.
- d. Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.
- e. Any claim relating to the settlement payable or the cover provided under an insurance policy.
- f. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
- g. A contract of employment.
- h. Arbitration arising out of an arbitration clause in any contract.
- i. Computer goods, systems or services.
- j. A breach or alleged breach of professional duty by an **Insured Person**.
- k. The monetary cost of putting right any damage caused or an alteration occasioned by or as a tenant.

### 4. *Property Disputes*

**We** will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to

- a. An incident which causes or could cause physical damage to the **Buildings**.
- b. Any unlawful interference of **Your** use or enjoyment or right of the **Buildings**.
- c. The landlord's failure to maintain the **Buildings**.

Provided that

- i. The amount in dispute exceeds the amount shown in the **Policy Schedule**.
- ii. The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.

**We** will not pay for

- a. Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.
- b. Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.
- c. Any claim relating to planning.
- d. Any claim where the **Insured Person** is the landlord of the **Buildings** or is leasing, sub-letting or renting out part of the **Buildings**.
- e. Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the buildings.
- f. Any claim relating to subsidence, heave, landslip, mining or quarrying.

### 5. *Court Attendance*

For each day that an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative**, **We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work. Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

**We** will not pay for any loss incurred before an **Insured Person** makes a claim.

**We** will not pay for any claim where **You** are unable to support **Your** loss.

**6. Licence Protection**

**We** will pay the **Costs and Expenses** in relation to an appeal against a statutory licensing authority following an act or omission, which leads to the suspending, revoking, altering the terms of or refusal to renew a statutory licence.

**7. Personal Injury**

**We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any incident causing bodily injury or death to an **Insured Person**.

Provided that the claim is the result of a sudden and specific incident.

**We** will not pay for any claim

- a. Which develops gradually unless it is the result of a sudden and specific event.
- b. Arising from actual or alleged clinical, medical or dental negligence.

**8. Jury Service**

For each day that an **Insured Person** is required to attend any court or tribunal as a member of a jury, **We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

**We** will not pay for any claim:

- a. Incurred before an **Insured Person** makes a claim.
- b. Where **You** are unable to support **Your** loss.

**9. Squatter Eviction**

**We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** an **Insured Person** is able to pursue in respect of the **Building** arising from an unauthorised occupation.



## What is NOT Insured

### 1. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

### 2. Prior Costs and Expenses

Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.

### 3. Motor Vehicles

Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.

### 4. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim

- a. Involving actual or alleged dishonesty or violence by the **Insured Person**;
- b. Or statement which is overstated, false or fraudulent.

**We** will have the right to refuse to pay a claim or to void this insurance from the date of the act.

### 5. Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Any claim directly or indirectly relating to or resulting from

- a. A judicial review.
- b. Mediation and arbitration.
- c. Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- d. Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- e. Libel or slander.
- f. Any share option or pension scheme or policy.
- g. Any device failing to recognise, interpret or process any date as its true calendar date.
- h. Any dispute arising between the **Insured Person** and any agent or mortgage lender.

### 6. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Person's** affairs or property are in the care or control of a receiver or an administrator.

### 7. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

### 8. Fines and Penalties

Fines, damages other penalties or punitive damages, which the **Insured Person** is ordered to pay by a court or other authority, except as provided for under Insured Incident 2. Employment Compensation Awards.

### 9. Disputes with Us

- a. Any claim against **Us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the Drive Further collective.
- b. Any dispute between an **Insured Person** and any domestic partner or family members permanently living with an **Insured Person**.

### 10. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

**11. Radioactive Contamination and Pressure Waves**

Any claim which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

**12. Territorial Limits**

Any claim

- a. Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom;
- b. Which occurs outside the United Kingdom;
- c. Where the **Insured Person** permanently lives outside the United Kingdom.

**13. Proportionality**

Any claim where, in **Our** opinion, the value/amount in dispute is disproportionate to the time and **Costs and Expenses** involved in its pursuit.

**14. VAT**

Any claim for the VAT element of the **Costs and Expenses**, if **You** are registered for VAT.

**15. Limit of Liability**

Any claim which exceeds the relevant **Limit of Liability** and the annual aggregate limit shown in the **Policy Schedule**.

**16. Excess**

Any claim for the amount of any **Excess** shown in the **Policy Schedule** in respect of each claim.

**17. Previous Trade, Business, Occupation or Profession**

Any claim relating to a **Policyholder's** previous trade, business, occupation or profession.

## Claims Settlement Provisions

### 1. Reasonable Precautions

The **Insured Party** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

### 2. When You Must Report a Claim to Us

The **Insured Party** must tell **Us** immediately of any circumstances which may give rise to a claim.

### 3. Acceptance of a Claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist and the claim is reported to **Us** immediately after the **Insured Party** becomes aware of circumstances which may give rise to a claim, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Party**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Party**, at the **Insured Party's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Party** if Counsel's opinion clearly shows that there are merits in proceeding.

### 4. Conduct of the Claim

#### i. **We** will be entitled

- a) To have direct contact with the **Appointed Representative**;
- b) To take over and conduct in the **Insured Party's** name any claim at any time and negotiate any claim on behalf of the **Insured Party**;
- c) To refuse to accept a claim or continue with a claim where the **Insured Party** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.

#### ii. What the **Insured Party** must do

- a) Provide, at the **Insured Party's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist;
- b) Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
- c) Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this policy;
- d) Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
- e) Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court;
- f) Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited if **We** request.

#### iii. What the **Insured Party** must not do

- a) Withdraw from any claim or withdraw instructions from **Us** without **Our** consent or the consent of the **Appointed Representative**;
- b) Pursue a claim in any way against the advice or Instructions from **Us** or the **Appointed Representative**;
- c) Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**;
- d) Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

#### **Please Note**

**We** will be entitled to be reimbursed by the **Insured Party** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Party** if the **Insured Party** breaches any of the conditions in ii. and iii. above.

### 5. Payment Instead of Pursuing or Defending a Claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

### 6. Legal Proceedings

All **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.



## 7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Party** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.

Where **we** have agreed someone other than our nominated **Appointed Representative** may act for the **Insured Party**, **we** will not pay any sums in excess of what **we** would have paid to an **Appointed Representative** that **we** would have appointed to undertake the same work, which is currently set at an hourly rate of £125 + VAT.

## Conditions

### 1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

### 2. Cancellation

**You** may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser. **We** may cancel this Policy at any time provided that **We** give **You** 7 days' notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy. Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

### 3. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

### 4. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

### 5. Recoveries

**We** reserve the right, at **Our** own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be immediately repaid to **Us**.

### 6. Governing Law

This Policy is subject to the law applicable to **Your Business** being registered in the United Kingdom, the Isle of Man or the Channel Islands.

### 7. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.



## How to Make a Complaint

**Our** aim is to provide a first-class standard of service at all times.

If **You** feel that **You** have been let down and **You** wish to raise a Complaint about the sale of this policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** on 0161 495 4490 or in writing to The Compliance Department, Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the Certificate number on **Your Policy Schedule** on all correspondence.

**Our** staff will attempt to resolve **Your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to you. Where this is not possible, **We** will acknowledge **Your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **Our** letter in response to **Your** complaint **You** remain dissatisfied, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.



### **Financial Services Compensation Scheme**

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If Financial & Legal Insurance Company Limited are unable to meet their obligations under this Policy **You** may be entitled to compensation from the Compensation Scheme.

## 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**.