
Pedal Cyclist Legal Expenses Insurance

Policy Document

Policy Scheme Reference:

FLIPCBTE / 04 / 2021

SAMPLE

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Introduction to your Personal Pedal Cycle Legal Expenses Insurance Policy

Introduction

This section of your policy is evidence of a legally binding contract of insurance between **you** (the **insured**) and **us** (Financial & Legal Insurance Company Limited). **We** rely upon:

- The information **you** provided or which has been provided on **your** behalf when **you** took out insurance with **us**, and
- Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract.

You must read this policy and **schedule** together. Please check these documents carefully to make certain they give **you** the cover **you** want.

We agree to insure **you** under the terms, **condition(s)** and exceptions contained in this policy or in any endorsements applying to this policy. The insurance provided by the policy covers legal expenses arising from certain events that may occur within the **territorial limits** during any **period of insurance** for which **you** have paid, or agreed to pay the premium.

Nobody other than **you** (the **insured**) and **us** (Financial & Legal Insurance Company Limited) has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party.

Unless specifically agreed otherwise, this insurance shall be subject to English Law. If there is a dispute it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

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

Guidance notes

The guidance notes that are included throughout the policy are to help you understand this insurance. They do not form part of the contract of insurance between you and us. They should be read in conjunction with the full text of your policy.

The parties involved in your insurance

This Pedal Cycle Legal Expenses Insurance policy has been arranged by Lexelle Limited, with Financial & Legal Insurance Company Limited.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check this on the Financial Services Register by visiting <https://register.fca.org.uk/>. Our Financial Service Register number is 202915.

This is a “claims made” Insurance policy and only covers claims notified by the **insured** within the **period of cover**. 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:

We have appointed Lexelle Limited to administer **your** insurance on **our** behalf, who are authorised and regulated by the Financial Conduct Authority, register number 312782.

Throughout this policy document they are referred to as the **administrator**, and as the firm that arranged **your** insurance with **us**:

Lexelle Limited can be contacted at:
PO Box 4428
Sheffield
S9 9DD
Tel: 0114 249 3300
Email: assist@lexelle.com

You should contact them if **you** have any questions about **your** insurance or if **you** need to make a change to **your** insurance (see Notification of changes which may affect **your** insurance).

[The office hours are 9am – 5pm Monday to Friday excluding Bank/public holidays in England & Wales](#)

You should contact the firm who sold you this policy, if **you** have any questions about **your** insurance or if **you** need to make a change to **your** insurance (see Notification of changes which may affect **your** insurance).

The **administrator** will deal with **your** claim as quickly as possible. **We**/the **administrator** may appoint an **authorised representative** to assist with **your** claim.

Please read the general terms and conditions and general exceptions in this policy wording.

If **you** are unhappy with the way **we** / the **administrator** or the **authorised representative** has dealt with **your claim** and **you** wish to make a complaint, please refer to the ‘What to do if you have a complaint’ section of the policy as detailed on page 13.

Telling us about a claim

If **you** need to make a **claim**, please contact the **administrator**:

Lexelle Limited
PO Box 4428
Sheffield
S9 9DD
Telephone: 0114 249 3300
Email: assist@lexelle.com

[The office hours are 9am – 5pm Monday to Friday excluding Bank/public holidays in England & Wales](#)

You must supply the **administrator** with a complete and truthful report of the facts giving rise to **your claim**, details of any potential witnesses, and provide the **administrator** with any documentary evidence in support of **your claim**. **You** may report **your claim** by telephone or in writing, using the contact details set out above.

The **administrator** or **we** will make a preliminary assessment of the merits of **your claim**. If the **administrator** or **we** decide that **your claim** appears to be covered by **your** policy and there is a **reasonable prospect of success**, the **administrator** or **we** will appoint an **authorised representative** selected by **them** or **us** to act on **your** behalf in respect of **your claim**.

If **we** or the **administrator** consider it unlikely a reasonable settlement will be obtained, or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or **we**/the **administrator** decide **your claim** does not appear to have a **reasonable prospect of success**; then **we**/the **administrator** will tell **you**, provide confirmation in writing.

If **you** accept **our**/the **administrator**'s advice, **your** entitlement to payment from **us** under this policy for **your claim** is at an end and **we** will be discharged from any liability to **you** in respect of that **claim**.

If **you** do not accept **our** advice, the **administrator** or **we** will instruct another **authorised representative** at **our** cost to advise whether **your claim** has a **reasonable prospect of success**. If the alternative **authorised representative** instructed advises that **your claim** does not have **reasonable prospect of success**, **we** will not be liable to pay **you** anything under the terms of this policy for that **claim**. If the alternative **authorised representative** instructed advises that there are **reasonable prospects of success**, **we** or the **administrator** will appoint the alternative **authorised representative** to act on **your** behalf in the pursuit of **your claim** and advise **you** accordingly. Any **authorised representative** will require **you** to enter into an agreement with them in order for them to act on **your** behalf.

We or the **administrator** will take over and conduct any **civil claim** for damages or compensation in **your** name for a **claim** accepted under this policy. The **authorised representative** nominated and appointed by **us** or the **administrator** will act on **your** behalf and **you** must accept the nomination. If **we** agree **legal proceedings** should be commenced through court or it is mandatory for **you** to be represented by a solicitor **you** may choose an alternative solicitor to act for **you** however **you** must obtain **our** written agreement for them to become **your authorised representative**. **Our** agreement shall not be unreasonably withheld however **we** will only pay **professional fees** up to the amount that **we** would have paid an **authorised representative** appointed by **us**. The rate paid to **authorised** representatives appointed by **us** is currently £110+ VAT per hour. At **our** discretion **we** may pay additional fees if **we** feel the case being pursued warrants it, but this is entirely at **our** discretion.

If an **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, then **we** will not pay **you** anything under the terms of this policy and **our** liability under this policy for that claim shall cease immediately.

Where an **authorised representative** is appointed to act on **your** behalf by the **administrator** or **us** they are appointed in the performance of **our** obligations under the terms of this policy and not as an agent for **you**.

Where an **authorised representative** is instructed to act on **your** behalf, **you** and **we** will require them to comply with the **authorised representative's** obligations set out in this policy.

We or the **administrator** may require a barrister to advise whether in all the circumstances of **your claim**, to include whether an offer should be made or accepted in settlement of **your claim** or whether **your claim** should be pursued or continue to be pursued by **legal proceedings**.

If the **administrator** or **we** consider that **your claim** should be pursued by some means other than by **legal proceedings we/the administrator** will tell **you** in writing.

If **you** are unhappy with the way **we**, the **administrator** or the **authorised representative** has dealt with **your claim** and **you** wish to make a complaint, please refer to the 'What to do if you have a complaint' section of the policy, please see page 13.

You should keep a complete record of all information **you** supplied to the firm that sold **your** insurance with **us** and to **us** when taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy and the **schedule** (which may make reference to endorsements) very carefully. **You** should pay special attention to the general terms and **conditions** and General exceptions of this policy.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify the **administrator** immediately.

Your responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **your** broker / agent may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **your** broker / agent of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **your** broker/ agent ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a **claim** or **we** may not pay any **claim** in full.

If **you** become aware that information **you** have given **your** broker / agent is inaccurate or has changed, **you** must inform them as soon as possible.

Fraud

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
- sends **us** or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a **claim** under the policy, knowing the **claim** to be false or fraudulent in any way;
- makes a **claim** for any loss or damage **you** caused deliberately or with **your** knowledge; or
- If **your claim** is in any way dishonest or exaggerated.

We will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent **claim**. **We** may also take legal action against **you** and inform the appropriate authorities.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Arbitration/Mediation

A dispute between **you** and **us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **you** and **we** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **you**, they are not covered under this policy. This arbitration **condition** does not affect **your** rights to take separate legal action.

If a disputed **claim** is not referred to arbitration within 12 months of **your claim** being turned down, **we** will treat the **claim** as abandoned.

Definitions of terms used (when displayed in bold text in this policy wording)

Guidance notes

*The words or phrases shown below have the same meaning wherever they appear in this policy wording (in bold text) and your **schedule** and any clauses endorsed on the schedule.*

Wherever the following words or phrases appear in bold text in this policy, they will have the following meanings:

Administrator

Lexelle Limited.

Authorised representative

An appropriately qualified sole practitioner Solicitor or firm of Solicitors appointed by the **administrator** or **us** to act on **your** behalf when a **claim** is made under this insurance.

Claim

A request for assistance to pursue recovery of losses including death/personal injury sustained by the **insured** in a Road traffic accident, with an identified and insured Third Party, in the **insured cycle**, or to defend a prosecution relating to the use of the **insured cycle**.

Condition

Is an obligation that **you** must perform. If **you** do not perform a **condition we** might not be under any liability to pay anything under the terms of this policy.

Defendant's costs

Legal costs and expenses the **insured** or **insured person** is ordered to pay to another party that can be enforced against the **insured** in making a **civil claim** that has been pursued under this policy.

Free legal advice

Initial verbal **legal advice** over the telephone relating to a possible **claim** covered by this policy. No correspondence will be entered in to when utilising this service.

Insured(s)

The person named in the **schedule** to this policy

Insured Cycle

The cycle specified on **your** corresponding cycle insurance policy that **you** purchased when taking out this cover

Insurer, we, our, us

Financial & Legal Insurance Company Limited

Insured person(s)

You and any member of your family living with you at your home address using the **insured cycle** with **your** content along with any none fare paying passenger or 2nd rider on the **insured cycle** where it is designed to, or appropriately adapted to, carry a passenger, or a 2nd rider e.g. has a fitted child's seat or the **insured cycle** is a tandem

Legal advice

Means any advice provided by the administrator's in-house legal advisors, or **our** external panel firm of lawyers to assist **you** in **your claim**.

Legal assistance

Actions taken by the **administrator** and/or an **authorised representative** whilst pursuing **your claim** accepted under this policy including their **professional fees**.

Legal proceedings

Pursuit of losses covered by the policy that may be pursued in a court of law within the **territorial limits** or the defence of criminal proceedings.

Maximum amount

£100,000 in total for Section 2 and £25,000 in total for all other sections, for one or more **claims** during a single **period of insurance**.

Period of insurance

The period stated in the **schedule** to this policy and in any event not exceeding 12 calendar months.

Professional fees

Fees or costs reasonably incurred and in accordance with the **standard terms** by the **authorised representative**, with **our** or the **administrator's** prior authority. This includes disbursements as long as these are in respect of services supplied by a third party; that the services are distinct and separate from the services supplied by the **authorised representative**; and that **our** or the **administrator's** prior permission has been obtained prior to incurring any disbursements.

Reasonable prospect of success

The matter falling within the cover has 51% or more chance of being wholly successful at the time of reporting **your claim** and, throughout the lifecycle of **your claim**.

Schedule

The document that shows **your** details and the insurance provided that forms part of this contract of insurance.

Small claims track

The Small Claims Track legal process as defined in the Civil Procedure Rules, or the equivalent process under the jurisdiction under which the claim is pursued, that must be within the **territorial limits**.

Standard terms

The terms with our panel members detailing reporting requirements, when they may incur costs and their fee rate covered by the policy, which is £110 per hour + VAT (subject to other limits detailed within the policy), whilst acting for **you** under the cover of this policy. A copy of the **standard terms** is available upon request.

Uninsured losses

Losses not covered by an insurance policy that **you** have suffered as a direct result a road traffic accident, this may include, your policy excess, essential alternative travel, personal injury.

Territorial Limits

United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

You, your

The person named as the **insured** in the **schedule** to this policy or an **insured person**.

Your claim

A **claim** for **legal advice** or assistance to recover **your** losses or to defend a criminal prosecution which may be covered under this insurance.

The General terms and conditions and General exceptions of this insurance policy apply to all sections of policy cover.

Section 1. Free legal advice

Guidance notes

This section of your policy provides cover for a limited free legal advice service over the telephone.

What is insured?

We/the **administrator** provide access to a **free legal advice** telephone line for advice on personal legal matters that would likely be covered by this policy. This is limited to a maximum of two 15-minute calls per year.

What is not insured?

- Any advice relating to any legal matter that will not be covered under this policy.

Section 2. Uninsured loss recovery and Personal Injury

Guidance notes

This section of your policy provides cover for the legal costs (expenses) incurred to pursue uninsured losses and/or compensation relating to personal injury

What is insured?

Your professional fees and /or **defendant's costs** relating pursuing **your uninsured losses** and/or personal injury/death caused by a road traffic accident **you** have had a road traffic accident where the responsible party is known.

What is not insured?

- Recovery of losses that are covered by any other insurance and/or credit hire or credit repair
- Any claim for psychological injury where no physical injury has been sustained
- Any **professional fees** above those in the **standard terms** and which we would have paid our panel members for doing the same work
- Claims pursued under the Criminal Injuries Compensation scheme or any equivalent.

Section 3. Cycling Prosecution Defence Cover

Guidance notes

This section of your policy provides cover for assistance to defend against a prosecution, such as speeding, riding through a red light.

What is insured?

We will provide cover for **your professional fees** incurred, in successfully defending an alleged and disputed criminal offence relating to your use of the **insured cycle**.

All **claims/potential claims** must be reported to the **administrator** within 7 days of becoming aware of a potential charge, including the issue/receipt of a Notice of Intended Prosecution

What is not insured?

- Offences relating to circumstances that occurred or are alleged to have occurred outside of the **period of insurance**
- Offences where **you**, at any time, plead guilty to one or more charges
- Offences relating to riding under the influence of drink or drugs or using a mobile phone/hand held device
- Offences that are not being dealt with via the magistrates or high court
- Offences relating to cycle faults/maintenance
- Offences relating to theft or riding a cycle without the owner's consent
- Anti-social behavior charges/fines
- Fines relating to the misuse of restricted access roads e.g. bus or taxi lanes or riding in pedestrianised areas/pavements
- Any offence where the offence alleged offence occurred whilst driving a cycle other than the **insured cycle**

General terms and conditions

Guidance notes

These terms and conditions explain your responsibilities under this contract of insurance.

These General terms and conditions apply to the whole of the insurance

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

- Ensure that **we** or the **administrator** receive notification of any event which may give rise to a **claim** under this policy as soon as possible and in any event no later than 180 days of the event giving rise to the claim;
- Provide any information requested by **us**, the **authorised representative** or the **administrator** as soon as possible;
- Take steps, where possible, to minimise **professional fees** or **defendant's costs** which **we** may be liable to pay under the terms of this insurance;
- Ensure any **claim you** make is an honest **claim** and not one which is false or fraudulent;
- Ensure that **your claim** is not prejudiced by any action or inaction on **your** part.

You will at all times co-operate with **us**, the **authorised representative** and the **administrator**.

The **authorised representative** must agree to act under our **standard terms**

General exceptions

Guidance notes

These general exceptions apply to all cover. A claim on policy occurring as a result of the items specified below is not covered.

THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

Your insurance does not cover:

- Pursuit of any losses suffered by any party other than an **insured person**;
- Any sum **you** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings;
- Prosecutions which allege dishonesty or violence;
- **Claims** made against **us**, the **administrator**, or the firm that arranged and placed **your** insurance with **us**;
- Disputes between any **insured person(s)** and/or any family members or persons related to an **insured** by blood or marriage;
- Any venture for gain, patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidential agreements;
- An incident which:
 - Occurred outside of the **territorial limits**; or
 - Did not occur during the **period of insurance** stated in the **schedule**;
- For any claims caused by, contributed to, by or arising from:
 - Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
 - Any direct or indirect consequence of:
 - a) irradiation, or contamination by nuclear material; or
 - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c) any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof;
 - Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed
 - Any consequence, howsoever caused, including but not limited to **Computer Virus** in **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted.

Your insurance does not cover **professional fees** and/or **defendant's costs**:

- Where the loss being pursued or the legal costs to pursue those are covered by another policy of insurance;
- **Professional fees** incurred without **our** consent or agreement.
- In respect of any matter that was not caused by a specific or sudden incident/event;
- In excess of those recoverable under the Civil Procedure Rules, fixed costs rules or other agreement between the parties;
- Pursuit of **claims** where the likely recovery/benefit is disproportionate to the likely **professional fees**
- Any deduction from damages charged by a Solicitor or other legal representative.
- Over and above the **maximum amount** payable under this insurance in any one **period of insurance**;
- Where, in **our**, the **administrator's** or the **authorised representative's** opinion, **your claim** does not have a **reasonable prospect of success**;
- Where **your** defence is not wholly successful;
- For **claims** incurred after **you, we** or the **administrator** have received professional advice to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **your claim**, or professional advice not to pursue or continue to pursue **your claim** by **legal proceedings**;
- Incurred after **we** or the **administrator** have told **you** that **we** consider **your claim** should be pursued by means other than by **legal proceedings**;
- For any appeal made without **our** or the **administrator's** consent in writing, or after receiving **our** or their written consent;
- Where **you** have failed to comply with a **condition** or the terms and **condition(s)** of this policy of insurance;
- Where the **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf or represent **you** or where **you**, instruct the **authorised representative** to cease acting for or representing **you** without **our** consent;
- For **claims** which arise from a criminal act (other than for claims under criminal prosecution defence), intention or omission by an **insured person**;
- **We** will not pay for expert or other evidence required to establish that **your** potential **claim** meets the requirements of the policy;
- For judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action.
- For claims that are or would likely have been allocated to the **Small Claims Track**, we will not pay more than the lower of the following sum towards **professional fees**:
 - 25% of the damages recovered if successful or if your claim is unsuccessful, would likely have been recovered
 - £400 inclusive of VAT

If **you** or any person acting on **your** behalf submits a **claim** or makes a request for payment, knowing, or where **you** should have known it to be false, fraudulent, exaggerated, or untrue then this policy will become void, no premium will be refundable and **we** shall be entitled to recover any monies previously paid to **you**. **We** may also share this information with the appropriate law enforcement authorities.

Cancellation

Guidance notes

You or we may cancel this insurance at any time. We set out below the circumstances under which we may cancel your insurance and the amount of premium you may be refunded. There are some circumstances where no premium refund will be given e.g. you do not tell us the truth or we reasonably suspect fraud.

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** broker / agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the **condition** that no **claims** have been made or are pending, **your** broker / agent will then refund **your** premium in full.

If **you** wish to cancel **your** policy after 14 days, **you** will be entitled to a pro- rata return of premium.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and **conditions**
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **your broker / your agent** asked.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover. Where **our** investigations provide evidence of fraud or misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your administrator / your agent** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

This policy is not transferable.

Guidance notes

Please note that any refund from us during the cooling off period may be subject to a further cancellation charge levied by the firm that arranged your insurance with us and/or the administrator. Any charges levied by them will be in accordance with the terms and conditions agreed between you and them at the time you arranged this insurance.

What to do if you have a complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about the handling of a **claim** under this section **you** should follow the Complaints Procedure below:

Complaints regarding:

RELATING TO THE SALE OF THE POLICY

Please contact **Your agent** who arranged the Insurance on **Your** behalf.

RELATING TO CLAIMS

If **you** do have any questions, concerns or complaint about the handling of a **claim** **you** should contact the Claims Manager at Lexelle Ltd. The contact details are:

Claims Manager,
Lexelle Ltd,
P.O. Box 4428, Sheffield, S9 9DD.
Tel 0114 249 3300 Fax 0114 249 3323
Email: assist@lexelle.com

In all correspondence please state that **your** insurance is provided by Financial & Legal Insurance Company Limited and quote scheme reference: **FLIPCBTE / 04 / 2021**.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of £6.5 million

or less and fewer than 50 employees or an annual balance sheet below £5 million.. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

Financial & Legal Insurance Company Limited Privacy Notice

We are Financial & Legal Insurance Company Limited, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is **27739575**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with your personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy. For specific types of insurance policies, for example when offering **you** a travel insurance policy, **we** may process some special categories of **your** personal data, such as information about **your** health.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

Financial & Legal Insurance Company Limited’s full privacy notice

This notice explains the most important aspects of how **we** use **your** data. You can get more information about this by viewing **our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing **us** at info@financial&legal.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.

Financial Services 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 Financial & Legal Insurance Company Limited 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.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

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