

Family legal expenses insurance

Policy wording



Welcome

Thank you for buying family legal expenses insurance with Lifesure. We're a broker with over 40 years' experience in insurance, working with partners that we know share the same values as us. It's because of this that you can be sure of the very best service from beginning to end. You're in safe hands with us.

This policy document, along with your policy schedule form your agreement with us. They also explain everything you need to know about the insurance you have, including what is and isn't covered. If anything's not clear to you, please call us and we'll be happy to talk you through it.

This agreement is based on the information that you provided when you applied for the policy. It's important that this is correct so please take a moment to check through your documents. Once you're happy, please keep them together, somewhere safe.

Hopefully, you'll never need to but if you do need to claim, you can contact our partners using the details on page 7. Although we don't handle the claim ourselves, do contact us if you're unsure of the process or you need help at any point.

Of course, if you need to contact us, please call on 01480 402 460. We are open Monday-Friday, 8am to 8pm and Saturday, 8am to 12pm.

Thanks again for choosing Lifesure.

Kind regards

Paul Reid
Managing Director, Lifesure

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About your policy

This insurance

Unless expressly stated nothing in this policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

This document forms a legally binding contract of insurance between **you** and **us**. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

This is a "claims made" insurance policy. This insurance only covers claims which arise and which are notified within the **period of insurance**.

In return for the payment of **your** premium **we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** and during the **period of insurance**.

About your insurer

Policy underwriters

This insurance policy has been arranged by Soter Professional Services Ltd, Vantage Protect Ltd and is administered by ARAG plc who is a coverholder of the insurer, ARAG Allgemeine Versicherungs-AG Branch UK.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. This can be checked by visiting the FCA website at www.fca.org.uk/register.

ARAG Allgemeine Versicherungs- AG Branch United Kingdom is authorised and regulated by BAFin (firm reference number VU5455) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm reference number 722744.

Soter Professional Services Ltd and Vantage Protect Ltd are authorised and regulated by the Financial Conduct Authority.

Lifisure Group Limited

Lifisure Group Limited was formed in 1971 and one of the principles upon which the company has been built has been to offer a consistently high level of customer care. If **you** wish to learn more about the Lifisure Group, please visit **our** website at lifisure.co.uk.

Authorised Signature



Paul Reid
Managing Director
Lifisure Group Limited

Making sense of your policy: definitions

Each of the words and phrases listed below will have the same meaning wherever they appear in bold in this policy.

Appointed representative

A solicitor, accountant or other suitably qualified person appointed in accordance with the provisions of General Condition 5, to act for an **insured person**.

Computer virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Date of occurrence

The date of one or more events arising at the same time or from the same cause, which give(s) rise to a claim under this insurance.

Electronic data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Employee

A person working under a contract of service excluding any person working under a contract of apprenticeship or providing services under a contract for services.

Goods

Household **goods** and personal effects but only to the extent that these are insured under **your** household policy of insurance.

Insured person

You and with **your** agreement to claim and if permanently living with **you**, the person **you** are married to or live with as if married, all members of **your** family and where applicable, the legal personal representatives of any of them.

Insurer

ARAG plc who is a coverholder of the **insurer**, ARAG Allgemeine Versicherungs-AG Branch UK.

Legal expenses

The legal, accountants fees, costs, disbursements and other professional charges in connection with **legal proceedings** which **we** have agreed to fund:

- a) Reasonably and necessarily incurred by the **appointed representative**.
- b) Incurred by other parties in civil cases if an **insured person** has been ordered to pay them or pays them with **our** prior agreement.

Legal proceedings

The pursuit or defence of legal disputes, tax investigations and tribunal proceedings made by or brought against an **insured person** including appealing or defending an appeal against judgment and excluding correspondence by way of pre-action protocol or any mediation or any other alternative dispute procedure, within the jurisdiction of a court or other body in the **territorial limits**.

Limit of indemnity

The sum of £50,000 being the maximum amount payable by the **insurer** in respect of any one claim and in aggregate for all claims notified during any one **period of insurance**.

Period of insurance

The period for which **you** have paid or agreed to pay and **we** have agreed to accept a premium. This period will be the same as that of **your** household insurance policy with which this policy was issued.

Making sense of your policy cont'd

Territorial limits

a) Parts 2, 3, 5, 6, 7 and 8 of 'Your cover':

The **United Kingdom**.

b) Parts 1 and 4 of 'Your cover':

- i) The **United Kingdom** and other European Union member countries except for Estonia, Latvia and Lithuania.
- ii) Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland, Turkey (west of the Bosphorus) and the Vatican.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

We/Us/Our

Vantage Protect Ltd, an Insurance Intermediary who has been delegated authority to bind cover and manage claims settlements on behalf of the **insurer**.

You/Your/policyholder

The person(s) named on the policy schedule as the **policyholder**.

Your home

The property address as stated in **your** household policy of insurance.

How to make a claim

If **you** need to notify a potential claim, please immediately write to **our** Claims Department at the following address:

Claims Department
Vantage Protect Ltd
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Claims may be emailed to claims@vantageprotect.com or notified by telephone on 0145 585 2100. Note that all claims should be reported to **us** as soon as possible and no later than 90 days after the date of the insured event.

You can obtain legal advice 24 hours a day and 7 days a week or tax advice from 09:00 to 17:00 Monday to Friday by calling **our** helpline. Advice is provided by qualified consultants and is confidential and impartial.

The telephone number to access the advice services is: **01455 852100** for Legal Advice
0145 585 2031 for Tax Advice

Please note that **you** will need to quote **your** policy number when using the helpline. Note that conversations may be recorded in the interests of quality of advice and training.

Your cover

This insurance is a contract between **you** and the **insurer**. Subject to the terms, conditions, clauses and exclusions of this insurance, the **insurer** will indemnify the **insured person** against **legal expenses** which may be incurred during the **period of insurance** for which **your** premium has been accepted.

Subject always to the **limit of indemnity**, the **insurer** will pay for **legal expenses** which arise from **legal proceedings** brought by an **insured person** within the jurisdiction of a court or other body in the **United Kingdom** or against an **insured person** within the jurisdiction of a court or other body in the **territorial limits** and in either case falling within the scope of any of Sections 1 to 8 below provided that:

- a) **Your home** is in the **United Kingdom**.
- b) The **date of occurrence** is within the **period of insurance**.
- c) **We** have given written permission for an appeal or defence of an appeal.
- d) No more than two claims in any one **period of insurance**, not taking into account any claims(s) rejected by **us**.
- e) The amount in dispute is more than £100.
- f) Where the claim relates to a dispute arising from a contract of employment (as provided for under parts 3 and 5B of 'Your cover'), all possible routes of dispute settlement including (without limitation) mediation, must have been exhausted by the **insured person**.

Section 1 - Consumer contract disputes

Disputes arising out of a contract for the:

- a) purchase or hire of **goods** or services for private use; or
- b) sale or supply of privately owned **goods**

provided that the **insured person** has entered into the agreement or alleged agreement after the commencement of the first **period of insurance**.

Section 2 - Domestic property protection

Disputes arising out of:

- a) A third party's alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to an **insured person's** material property (including **your home** but not any other buildings or land) which causes or could cause physical damage or pecuniary loss.
- b) Infringement of **your** legal rights originating from the ownership of **your home**.
- c) A contract in **your** name and relating to **your home** for construction, conversion or extension, sale or purchase including the leasehold and rental (but only as a tenant) provided that the **insured person** has entered into the agreement or alleged agreement after the commencement of the first **period of insurance**.
- d) The landlord's failure to maintain **your home** excluding:
 - i. Boundary disputes which arise in the first 180 days of this insurance unless the policy has renewed at least once.
 - ii. Claims where any person described in the definition of **insured person** is the landlord of the home or is leasing, sub-letting or renting-out all or any part of the premises for any purpose.

Your cover cont'd

Section 3 - Employment

Disputes arising from or relating to an **insured person's** contract of employment as an **employee** excluding director's service contracts.

Section 4 - Professional negligence

Disputes an **insured person** may have with solicitors, accountants and surveyors arising out of:

- a) An agreement entered into by the **insured person** after the inception of the first **period of insurance**.
- b) Actual or alleged negligent advice, error and or omission where the **date of occurrence** is after the inception of the first **period of insurance** or where the starting date (as defined by Section 14A (5) of the Limitation Act 1980 or any amending or superseding legislation) is within the **period of insurance** provided that the relevant facts were not known to **you** and or any other **insured person** at the inception of the first **period of insurance**.

Section 5 - Legal defence

The defence of any:

- a) Prosecution of an **insured person** in a criminal court arising out of the sale or supply of privately owned **goods**.
- a) Civil action, arising out of the **insured person's** work as an **employee** (but not as a director), under any legislation relating to data protection or being a trustee of a pension fund set up for the benefit of the **insured person's** fellow **employees**.

Section 6 - HM Revenue & Customs

An extensive examination by the HM Revenue & Customs into an **insured person's** personal tax affairs arising out of the **insured person's** work as an **employee** excluding enquiries limited to specific aspects of the self-assessment tax return.

Section 7 - Attendance expenses

The actual loss of the salary or wages of an **insured person** for the time off work to attend any court or tribunal hearing at the request of the **appointed representative** or as a defendant of an admitted claim under this insurance provided that such salary or wages are not recoverable from the relevant court, tribunal or other party, up to £100 per person per day to a maximum of £1,000 any one claim.

Section 8 - Personal injury

The pursuit of **legal proceedings** to recover damages for death of or bodily injury sustained by an **insured person** as a result of a sudden or specific accident (but excluding accidents involving a motor vehicle or any illness or injury, which arises from a gradually operating cause).

General conditions

1. Your responsibilities

- a) **You** must notify **your** broker as soon as is reasonably possible of any change in the information given to **us** which may affect this insurance or of any circumstances which may give rise to a claim. Failure to do so may invalidate **your** insurance or may result in cover not operating fully. **We** reserve the right to alter the terms, charge an additional premium or cancel this insurance should **we** become aware of any fact which may affect the cover provided by this insurance.
- b) All **insured persons** must
 - i. Observe and comply with the terms and conditions and exclusions of this insurance.
 - ii. Take all reasonable steps to try to prevent any incident that may give rise to a claim.
 - iii. Take all reasonable steps to minimise the amount payable under this insurance.
 - iv. Take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure.

2. Fraudulent claims or statements

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; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

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.

3. Reporting and acceptance of a claim

You should notify any potential claim as soon as possible, and no later than 90 days after the **date of occurrence**. **You** will be required to provide the names of any possible witnesses and details, produced at **your** own expense, of any costs incurred prior to **our** acceptance of **your** claim, including any action already taken.

4. Acceptance of a claim and right to refuse indemnity

We are entitled to refuse to accept a claim or to continue to indemnify an **insured person** where:

1. In **our** opinion:
 - i. **you** and or any other **insured person** has not disclosed any material information to **us** or to the **insurer**.

General conditions cont'd

- ii. **you** and or the **insured person** has failed to provide **us** or the **appointed representative** with any relevant information and or supporting evidence.
2. In the opinion of the **appointed representative**, there do not or no longer exist reasonable grounds for believing that the **legal proceedings** have a reasonable prospect of success, and where applicable, that there are reasonable prospects of recovery from the other party.
3. In **our** or their opinion, after having taken advice from **our** or the **policyholder's** own advisors (who are not the **appointed representative**) or counsel, there do not or no longer exist reasonable grounds for believing that the **legal proceedings** have a reasonable prospect of success, and where applicable, that there are reasonable prospects of recovery from the other party.

We may, at any time, require **you** to obtain at **your** own expense an opinion from counsel as to the merits of **legal proceedings**. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of the **legal proceedings**.

If **we** refuse to accept a claim or to continue to indemnify an **insured person**, they or **we** will give the reason(s) in writing to **you** and the **insured person**.

In all cases, the onus shall be on **you** to demonstrate to the **appointed representative**, or to **our** own advisors or counsel (as appropriate) that such reasonable grounds as referred to above exist. **Your** cost of investigation and other expenses relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.

5. Legal representation

- a) Before **we** accept a claim, **we** will tell **you** the name and address of **our** nominated **appointed representative**. That person will not become the **appointed representative** until **we** confirm in writing that they have accepted the claim.
- b) If **we** agree to the commencement of **legal proceedings** then an **insured person** has the right to nominate an **appointed representative**. This must be done by sending **us** the name and address prior to the commencement of any **legal proceedings**.
- c) When an **appointed representative** is appointed **we** will send them a copy of **our** terms of appointment which must be accepted by the **appointed representative** before commencing any work for **you**.
- d) If **we** and an **insured person** do not agree about the choice of the **appointed representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter.
- e) The **insured person** shall always have regard to General Condition 1 both in relation to the nomination of an **appointed representative** and in relation to the conduct of the **legal proceedings**.
- f) This General Condition 5 also applies where a conflict of interest arises during **legal proceedings** or arises from the handling of a claim and the appointment of a replacement **appointed representative** is required.

General conditions cont'd

6. Control of the claim

- a) All information, evidence and documents relating to the **legal proceedings** must be provided, at the **insured person's** own expense, to the **appointed representative** when requested and the **insured person** must meet with the **appointed representative** when requested.
- b) The **insured person** must keep the **appointed representative** regularly informed of all developments and co-operate fully in all respects.
- c) **We** must have direct access to the **appointed representative** at all times.
- d) The **insured person** must give the **appointed representative** any instructions asked for by **us** including for the supply of any documents or other information required by **us**.
- e) **We** are entitled to require **you** and or the **insured person** to immediately produce to **us** all information, evidence, legal advice and documents relating to the **legal proceedings** in the possession or custody of **you**, the **insured person** or the **appointed representative**.
- f) **You** or the **insured person**, directly or via the **appointed representative**, must inform **us** immediately in writing if anyone makes an offer to settle the **legal proceedings** and no such offer should be accepted without **our** prior written consent.

7. Payment under this insurance

- a) If any offer to settle the **legal proceedings** which equals or exceeds the total damages (including any interest) eventually recovered by the **insured person** in the **legal proceedings** is not accepted by the **insured person**, the **insurer** will have no liability in respect of **legal expenses** incurred after such refusal unless **we** have given **our** written agreement to the continuation of the **legal proceedings**.
- b) When requested by **us** the **insured person** must instruct the **appointed representative** to have the **legal expenses** made subject to detailed assessment or audit by the relevant court or tribunal.
- c) All accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under this insurance must be submitted to **us** promptly.
- d) Following receipt of the relevant accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under this insurance, payment will be made direct to the **appointed representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- e) If the **insured person** withdraws from the **legal proceedings** without **our** agreement, cover will cease immediately and **we** will be entitled to be reimbursed for any **legal expenses** previously agreed or paid to or on behalf of the **insured person** in respect of such **legal proceedings**.

8. Recoveries

We reserve the right to take proceedings in **your** name, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance to anyone else. If **you** or an **insured person** recovers **legal expenses** previously paid under this insurance from any other party, such **legal expenses** must be immediately repaid to **us**.

General conditions cont'd

9. Arbitration

Any dispute or difference of any kind between **us** and an **insured person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of a relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

10. Assignment

This insurance is between and binding upon the **insurer** and **you** and their respective successors in title, but this insurance may not otherwise be assigned by **you** without the **insurer's** prior written consent.

11. 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.

12. Governing law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

13. 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. This condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

14. Cancellation rights

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to Lifesure Group Limited 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, **we** will then refund **your** premium in full.

If **you** wish to cancel **your** policy after 14 days, **you** will not be entitled to a 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 complete and accurate answers to the questions **we** ask.

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.

General exclusions

This insurance does not cover any claim:

- 1. Trade, business or profession**

Arising from any trade, business, profession or employment of any **insured person** except as provided for under Sections 3 and 5 of the cover.
- 2. Motor vehicles**

Relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **insured person**.
- 3. Libel or slander**

Relating to written or verbal remarks.
- 4. Deliberate, dishonest, violent or criminal acts**
 - a) Relating to:
 - i. A cause of action intentionally brought about by an **insured person**.
 - ii. An **insured person's** actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act.
 - b) If it is dishonest or exaggerated in any way, if this happens **we** will also cancel all cover immediately.
- 5. Legal expenses not agreed**

For **legal expenses** incurred:

 - a) Before **we** agree to pay them on the **insurer's** behalf.
 - b) Where the **policyholder** and or **insured person**:
 - i. Pursues or defends a case without **our** agreement or in a different manner to or against the advice of the **appointed representative**;
 - ii. Fails to give proper instructions in due time to **us**, to the **appointed representative** or to counsel or other persons instructed by the **appointed representative**;
 - c) Where the **appointed representative** refuses to act on behalf of the **insured person** for any reason other than a conflict of interest when General Condition 5 will apply.
 - d) In respect of witnesses, experts or agents interviewed, engaged or called as a witness without **our** prior written approval.
 - e) Prior to issue of formal **legal proceedings** which does not include correspondence by way of pre-action protocol or any mediation or other alternative dispute resolution procedure.
 - f) Adverse costs awards made against the **insured person**, pursuant to section 22, Employment Act 2002 including, without limitation, prior to the expiry of any applicable ACAS discussion period.
- 6. Delay and prejudicial acts**

Where an **insured person**, in the reasonable opinion of the **insurer**, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **appointed representative** or withdrawing from the case.
- 7. Other insurances**

For **legal 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 the other insurance(s).
- 8. Fines and penalties**

For fines, damages or other penalties which the **insured person** is ordered to pay by a court or other authority.

General exclusions cont'd

- 9. Disagreement** Relating to any dispute with the **insurer** or Vantage Protect.
- 10. Date change** For **legal expenses** arising directly or indirectly from the failure of computer, data processing and any other electronic equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any date as its true calendar date.
- 11. War risks** For **legal expenses** arising for any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 12. Terrorism** For **legal expenses** arising for any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- 13. Radioactive contamination** For **legal expenses** arising for any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
- i. irradiation or contamination by nuclear material; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter; or
 - iv. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 14. Electronic data** For **legal expenses** for any consequence, howsoever caused, including but not limited to **computer virus** in **electronic data** being lost, destroyed, distorted, altered or otherwise corrupted.
- 15. Judicial review** For **legal expenses** relating to any judicial review whether within the **territorial limits** or not.
- 16. Bankruptcy, liquidation or receivership** For **legal expenses** when 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.
- 17. Intellectual property** Relating to **legal proceedings** involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- 18. Medical negligence** Relating to **legal proceedings** arising out of any actual or alleged case of medical negligence committed against any **insured person**.
- 19. Breakdown of marriage** Relating to any dispute that **you** may personally have arising from or relating to the breakdown of a marriage, civil partnership or common law relationship.

How to make a complaint

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

Complaints regarding the sale of the policy:

Please contact Lifesure Group Limited who arranged the insurance on **your** behalf.

Complaints regarding claims:

Please contact:

The Nominated Complaints Handler, Vantage Protect Ltd, Windsor House, Troon Way Business Centre, Humberstone Lane, Thurmaston, Leicestershire LE4 9HA

Tel: **01455 852050**

Email: **feedback@vantageprotect.com**

Please ensure that **your** policy number is quoted in all correspondence to assist a quick and efficient response.

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 less than £6.5 million and which either; have up to 50 employees, or a balance sheet threshold of £5 million. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: **0300 123 9 123** or **0800 023 4 567**

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

Website: **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 authority Trading Standards Service or 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 Services Compensation Scheme (FSCS)

The **insurer** ARAG Allgemeine Versicherungs-AG Branch UK is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, in the unlikely event that the **insurer** cannot meet its 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 by visiting fscs.org.uk.

Consumer Insurance Act

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator 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 **us** of any changes to the answers **you** have given as soon as possible.

How to make a complaint cont'd

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, 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 **us** is inaccurate or has changed, **you** must inform **us** as soon as possible.

Data protection notice

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.co.uk.

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy statement.

Lifesure Privacy Policy

Your rights are outlined in full in Lifesure's data privacy notice, which can be accessed at: Lifesure.co.uk/privacy. Should **you** need to contact Lifesure's Data Protection Officer, please email: dpo@lifesure.co.uk

