

# Motor Legal Protection Insurance Policy

This policy covers you for:

Legal costs up to £50,000 for certain types of disputes resulting from a Road Traffic Accident.

24/7 legal advice.

Please read these terms, conditions and exclusions carefully so that you understand what you're covered for.

Period of cover:

As long as your premium is paid, your legal expenses cover is valid for the same duration as your motor insurance policy. Check your schedule for the effective dates.

Who is covered:

This cover applies to the primary policyholder. It also extends to any authorised driver and passengers for recovery of losses and personal injury not covered by your motor insurance policy.

What is covered:

This policy covers legal costs up to a maximum of £50,000 to recover losses not covered by your motor insurance and to pursue compensation for personal injury if you're involved in a Road Traffic Accident that's not your fault. Damages will be claimed against those whose negligence caused the Road Traffic Accident.

Prospects of success:

We provide cover when we believe there is a 51% chance or better of winning the case and achieving a Positive Outcome. If independent legal advice supports our view that the prospects of success are less than this we may decline support or any further support.

Insurer:

This insurance cover is provided by AmTrust Europe Limited. It's managed on their behalf by Arc Legal Assistance Ltd. and arranged and administered by Carpenters Solicitors.

How to claim

Call us on the freephone numbers below as soon as you know of any potential claim and before you take any action yourself.

Road Traffic Accident related claims: 0800 035 4260

Lines are open: 8am - 8pm Monday to Friday, 10am - 8pm Saturday and 10am - 5pm on Sunday.

Legal helpline: 0344 770 1051

Lines are open 24 hours a day; 365 days a year.

If your situation isn't covered under this insurance, the legal Advisers may be able to help you under a private funding arrangement where you pay their fees.

## Meaning of words

To help you understand the details of your cover, here are definitions of some of the key terms in your policy.

### **Adviser**

Our specialist panel of solicitors or their agents appointed by us to act for you. Or, where agreed by us, another solicitor nominated by you.

### **Administrator**

Carpenters Solicitors who arrange and administer this insurance.

### **Conditional Fee Agreement**

An agreement between you and the Adviser, or between us and the Adviser, under which the Adviser will charge you, or us, for their fees.

### **Conflict of Interest**

There is a Conflict of Interest if we administer and/or arrange legal expenses insurance on behalf of any other party in the same dispute you're making a claim for under this policy.

### **Data Protection Legislation**

The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Incident.

### **Disclosure Breach**

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

### **Insurer**

AmTrust Europe Limited

### **Insured Incident**

The incident, or the first of a series of incidents, which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action or events that happened at the same time as part of the same incident.

### **Insured Period**

The period commencing from when the insured pays or promises to pay the premium, to the expiry date of the underlying policy of motor insurance in force in respect of the insured vehicle which in no circumstances will exceed 12 months.

### **Insured Person**

You and any authorised driver included to drive under the terms and conditions of the underlying policy of motor insurance or a passenger carried in the insured vehicle.

### **Legal Action**

The pursuit of civil proceedings and appeals against a judgement following a Road Traffic Accident and the defence of criminal motoring prosecutions in relation to the vehicle.

### **Legal Costs and Expenses**

Reasonable legal fees and other expenses charged to you by the adviser (with our prior agreement of the claims administrators) for any legal action. Also costs which a civil court has ordered you to pay or to which we have agreed.

### **Positive Outcome**

A positive outcome following legal action includes: recovering the money at stake, enforcing a judgement, obtaining an outcome which best serves your interests or recovering a sum greater than that being offered by the other party.

### **Road Traffic Accident**

A road traffic accident in the countries listed in territorial limits involving the vehicle during the insured period which isn't your fault and for which another known insured party is at fault.

### **Standard Legal Costs and Expenses**

The amount of legal costs and expenses that would normally be incurred by your insurer when using a nominated adviser of our choice.

### **Terms of cover**

If a claim is accepted under this insurance, we'll appoint our panel solicitors, or their agents, to handle your case.

If a claim is accepted under this insurance, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a Conflict of Interest arises. Where it is necessary to start court proceedings or a Conflict of Interest arises and you want to use a legal representative of your own choice, Advisers' Costs payable by us are limited to no more than (a) our standard Advisers' Costs; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs regime, whichever is the lower amount.

This insurance covers Advisers' Costs up to the maximum of £50,000 where:

The Insured Incident takes place during the Insured Period and within the Territorial Limits

The Legal Action takes place within the UK or EU.

This insurance doesn't provide cover where something you do, or fail to do, prejudices your position or the position of the Insurer in connection with the Legal Action.

### **IMPORTANT CONDITIONS**

If Your claim is covered under a section of this policy and no exclusions apply then it is vital that You comply with the conditions of this policy in order for Your claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

#### **Proportional Costs**

An estimate of the Advisers' Costs to deal with Your claim must not be more than the amount of money in dispute. The estimate of the Advisers' Costs will be provided with the assessment of Your case and will be carried out by the independent Adviser. If the estimate exceeds the amount in dispute then We may decline or discontinue support for Your case.

### Duty of Disclosure

#### Consumer

If this policy covers You as a private individual, unrelated to any trade, business or profession, You must take reasonable care to disclose correct information. The extent of the information You are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions You are asked when You took out this insurance.

#### Non-Consumer

If this policy covers Your business, trade or professional interests, You are responsible for disclosing, in a clear, accessible and comprehensive way, all information which you should be aware would influence the Insurer's decision to provide insurance to You on the terms agreed.

### Suspension of Cover

If You breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

### **Territorial Limits**

The United Kingdom, the Channel Islands, the Isle of Man and provided that the insured has complied with the requirements for extending full policy cover abroad under the underlying policy of motor insurance, any member country of the EU, Andorra, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino and Switzerland.

### **Underlying Policy of Motor Insurance**

The separate motor insurance policy in your name covering the insured vehicle.

Cover is only effective under this legal expenses insurance policy whilst the underlying policy of motor insurance remains in force.

#### Uninsured losses

Expenses or compensation claims (or both) which are not covered by your underlying policy of motor insurance but for which you have a claim at law against the responsible party.

### **Vehicle**

The motorcar, motorcycle or commercial vehicle specified in the underlying policy of motor insurance taken out by you. Any other vehicle which the certificate of motor insurance issued in connection with the underlying policy of motor insurance allows you to use in the United Kingdom. Any trailer owned by you whether attached to or detached from the insured vehicle.

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

Arc Legal Assistance

### **You, Your**

The person to whom this insurance has been issued and who has paid or promised to pay the premium.

## What is covered?

Uninsured Loss Recovery and Personal Injury

What is Insured

**You** and any **insured persons** are covered for **legal costs and expenses** to pursue damages claims arising from a **road traffic accident** for which **you** or an **insured person** is not at fault for:

- a) Whilst **you** or any **insured persons** are in, boarding or alighting **your** vehicle against those whose negligence has caused injury or death and/or
- b) Against those whose negligence has caused **you** or any **insured persons** to suffer loss of your insurance policy excess or other out of pocket expenses.

If the **legal action** is going to be decided by a court in England and Wales and the damages you are claiming are above the small claims court limit the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part.

If the damages you are claiming are below the small claims track limit legal costs and expenses will be covered subject to the general exceptions.

### What is not insured Claims

- a) Relating to an agreement **you** have entered into with another person or organisation.
- b) For stress, psychological or emotional injury unless it arises from suffering physical injury.

## General Conditions

### 1. Control of claims

**We** and the **adviser** will have control of any claim. **You** and/or an **insured person** must:

- a) keep **us and the adviser** informed of any developments relating to any claim as soon as possible after **you** and/or the **insured person** finds out about them, and
- b) follow the advice, given to **you** by us and/or the adviser and
- c) not start, defend, stop or withdraw from the **legal action** without the agreement of us/and or the adviser
- d) give the **insurer** and/or the **adviser** information and instructions as requested.

**We** will have direct access to the **adviser** at all times. **We** have the right to see any information, documents or evidence that is in **your** possession or is in the possession of an **insured person** or the **adviser**.

If in any **legal action** the claim is not successful and **you** and/or the **insured person** want to appeal, **you** must write and tell **us** and the **adviser** no later than 14 days before the time for making an appeal ends or as soon as possible if the time period during which **you** may make an appeal is 14 days or less. **We** will cover **your** and/or the **insured person's legal costs and expenses** for the appeal if **we** and the **adviser** agree that there is a **likelihood of a positive outcome** in pursuing the appeal.

**We** can take over conduct of any claim at any time in the name of the **insured person**.

**We** can issue **legal action** for the **our** benefit in the name of the **insured person** to recover any payments that have been made under this insurance.

## 2. Claims Procedures

**You** and/or the **Insured Person** must:

- a) report all claims to **us** as soon as ~~is reasonably~~ possible but at the very latest within 30 days of the happening of an **insured incident**. There will be no cover under this policy if, as a result of a delay in reporting the claim, our position has been prejudiced.
- b) take all reasonable steps to minimise the amount of any claim, and
- c) cooperate with us at all times, supply any information required and forward unanswered all communications received in connection with an **insured incident**, and
- d) cooperate fully with us to assist in the recovery of **legal costs and expenses** that we have had to pay on **your** behalf and that have been reasonably incurred in connection with the pursuit of the claim.

## 3. Prospects of Success

We cover costs when we believe there is a 51% chance or better of winning the case and achieving a Positive Outcome. If independent legal advice supports our view that the prospects of success are less than this we may decline support or any further support. Examples of a Positive Outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves your interests.

## 4. Representation

When **you** and/or the **insured person** has told **us** about a claim we may investigate the claim and attempt to achieve a fair settlement, using the **adviser** if they think it is necessary.

Use of the **adviser** will be in accordance with **our** standard terms and conditions. The **adviser** will act in **your** name and/or the name of the **insured person** for the benefit of **you** and/or the **insured person**.

**You** and/or the insured person must supply at your own expense all the information which we reasonably ask for to decide whether a claim may be accepted. If court proceedings are issued, or a conflict of interest arises, and you wish to nominate a legal representative to act for you, you may do so. Where you have elected to use a legal representative of your own choice, you will be responsible for any legal costs and expenses in excess of our standard legal costs and expenses. The adviser must represent you in accordance with our standard conditions of appointment which are available on request.

**The adviser must:**

- a) Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge.
- b) Keep us fully informed of all developments and provide any information as we may require. Keep us regularly informed/updated of costs incurred.
- c) Tell us of any offers to settle and payments into court. If, against our advice, such offers or payments aren't accepted there will be no further cover for legal costs and expenses unless we agree, in our absolute discretion, to allow the case to proceed.

- d) Submit bills for assessment or certification by the appropriate body if we ask for them.
- e) Attempt to recover costs from third parties.
- f) Agree not to submit a bill for legal costs and expenses to the insurer until the conclusion of the legal action.
- g) If there is a dispute about costs, we may require you to change adviser.
- h) Your insurer will only be liable for costs for work expressly authorised by us in writing and undertaken while there are prospects of success.
- i) You must supply all information requested by the adviser and us.
- j) If you withdraw from the legal action without our prior consent you will be responsible for any legal costs and expenses. Any costs already paid by us must be repaid by you.
- k) You must instruct the adviser to provide us with all the information that we ask for and report to us as we ask, at their own cost.

## 5. Legal costs and expenses

The amount of legal costs and expenses **we** will pay will be assessed under the same principles as applied by the courts when assessing costs to be paid by one person to another on the standard basis. These are defined in England and Wales under Order 62 of the Rules of the Supreme Court (from time to time), under Order 38 of the County Courts Act 1984 and under the Civil Procedures Rules 1998.

The **insured person** or the **adviser** must send all accounts for **legal costs and expenses** to **us** as soon as possible after they are received. **We** may ask the **adviser** to have the **legal costs and expenses** assessed (detailed or summary), taxed or audited. The **legal costs and expenses** that **we** will pay will not be affected by any agreement, or promise made by the insured person to any solicitor or other person unless **we** have approved it in writing.

## 6. Settlement offers

**You** and/or the **insured person** must not accept any offer of payment or enter into settlement negotiations without **our** express agreement.

**You** and/or the **insured person** must tell **us** as soon as possible of any offer to settle the claim (this includes any payment into court). **You** and/or an **insured person** or **your**/his/her solicitor must not accept or make any offer to settle the claim if this would mean **we** would have to pay **legal costs and expenses**, unless **you** and/or the insured person has **our** agreement. **We** will not withhold agreement unreasonably.

If either **us** or the **adviser** are of the view that any offer to settle the claim should be accepted, but **you** and/or the **insured person** do not accept such offer and the amount of the offer is equal to or greater than the total damages which you and/or the **insured person** is eventually awarded, **we** will not pay for any further legal expenses from the date of the offer.

## 7. Options to pay

We may decide to pay **your** and/or the **insured person's** claim for compensation instead of continuing to pursue the claim or to pursue **legal action**.

## 8. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between you and us may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## 9. Cancellations

This section contains important notes about your rights, and our rights, to cancel this policy. You must read these notes carefully. To cancel this cover, please contact XXXXX.

### Your rights to cancel this policy

You've got the right to cancel this policy within 14 days of taking it out or renewing it (or within 14 days of receiving the policy documents or renewal schedule, if later), without giving a reason. This is called the 'cooling-off period'. You can also cancel this policy at any time after the initial 14 day period, detailed above, by giving seven days' notice to XXXXX.

### Our rights to cancel your policy

We can give you seven days' notice of cancellation if we have a valid reason. We, or XXXXX, can cancel your policy at any time by sending you seven days' written notice to the last postal or email address on our system, stating why the policy has been cancelled. Valid reasons may include but are not limited to:

- a) You fail to pay the premiums, or if you're paying in instalments by direct debit, you fail to pay XXXXX.
- b) You don't keep to the terms and conditions of this policy in any significant way. You don't co-operate with our representatives or Advisers.
- c) You use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this policy.
- d) You refuse to allow reasonable access to your Vehicle and any information which we require in order to provide the services you've requested under this policy.
- e) We're prevented from providing cover under this policy by law or other reason. You repeatedly, or seriously, break the terms of this policy.
- f) Where it is found that you, deliberately or recklessly, disclosed false information or failed to disclose important information.

If your policy is cancelled, by you or us, your refund of premium will be calculated as follows:

- a) Within the 14 day 'cooling-off period' a full refund will be given.
- b) At any other time a pro-rata refund of the premium will be given.
- c) If you've made a claim during the insured period, no refund of the premium will be given.

If you're paying by instalments and a claim has been made, you'll have to pay the balance of the full annual premium.

**We can cancel without giving you any notice**

If you make, or try to make, a fraudulent claim under this policy, or if we reasonably suspect fraud, we or XXXXX, have the right to cancel your policy without giving you notice and without refunding your premium.

If your car insurance to which this cover is attached is cancelled, this policy will also be cancelled at the same time.

If you don't pay for the insurance yourself, you must show these details to the person who pays on your behalf.

**10. Cancellations**

If you fail to disclose relevant information or you disclose false information in relation to this policy, we, or the broker, may:

- a) Cancel the contract and keep the premiums if the disclosure breach is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the disclosure breach been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the disclosure breach been known
- d) Proportionately reduce the amount you are entitled to in the event of a successful claim if a higher premium would have been charged had the disclosure breach been known

**11. Fraud**

In the event of fraud, we:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to you in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to us
- d) Will no longer be liable to you in any regard after the fraudulent act.

**12. Other Insurances**

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, we will only pay our share of the claim, even if the other insurer refuses the claim.

**13. English Law**

This contract is governed by English law unless otherwise agreed.

**14. Language**

All communications will be in English.

**15. Change in Law**

Cover under this policy is based on laws and regulations in force at the time that it was written. If we believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, we reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

## General Exceptions

### What is not covered?

This insurance does not cover the following:

1. Any claim if **you** tell **us** or the **adviser** about the **insured incident** more than 180 days after it happened.
2. Any claim if the **insured incident** happened before cover under this policy started.
3. Any **legal costs and expenses** incurred by **you** before we instruct an **adviser** to act for **you** and/or the **insured person**.
4. Any **legal costs and expenses** charged as a result of **your** conduct and/or that of an **insured person** which may be considered to hinder the claim.
5. Any **legal costs and expenses** if **you** and/or the **insured person** withdraw from the **legal action** without **our** agreement. In these circumstances **we** will be entitled to a refund of any money that has been paid.
6. Any expenses for an expert witness, unless **we** have given written approval.
7. Any uninsured losses or **legal costs and expenses** which you can claim under another insurance policy or which **you** could have claimed if **you** had kept to the terms of that policy.
8. Any claim arising from a deliberate or malicious act.
9. Any claim for any **legal costs and expenses** relating to any other person or organisation bringing a claim or counterclaim against **you**.
10. **Legal costs and expenses** you can recover from any other person.
11. **Legal costs and expenses** if the claim will be decided in a court outside of the **territorial limits** of this policy.
12. Any claims arising out of any deliberate criminal act or omission or fines and penalties imposed by a criminal court.
13. Any claims where the **third party** cannot be traced or does not hold valid motor insurance.
14. Any claims made or legal **action** between the **insured** and **insured persons**.
15. Any claim relating to motor prosecution defence.
16. **Legal costs and expenses** arising from disputes between **us**, **you** or the **insured person**.
17. **Legal costs and expenses arising** from disputes between **you** or the **insured person** and the **insurer**.
18. Any claim arising out of a contract **you** and/ or the **insured person** has with another person or organisation.
19. Any VAT **you** and/or the **insured person** can recover from elsewhere.
20. Any claim where you do not have a valid underlying policy of motor insurance or where the **insured incident** is not covered by your underlying policy of motor insurance.
21. Any claim where the **vehicle** does not have a valid MOT certificate, or road fund license or comply with any laws relating to its ownership or use, at the time of the incident.
22. Any claims resulting from the use of the **vehicle** for motor racing rallies speed trials, track days including on de-restricted toll roads such as the Nurburgring, off road events or competitions of any kind; or when your vehicle is driven on an airfield.

## Caring for our customers

We want to give you a high level of customer service, if you're not happy about something please tell us. For complaints about the administration of your policy please contact the Administrator:

lei@carpenters-law.co.uk. Tel: 08000 940 010.  
Carpenters Solicitors, Leonard House, Scotts Quays,  
Birkenhead CH41 1FB.

For any other complaints about your policy, please contact us: " customerservice@arclegal.co.uk.  
Tel: 01206 615000.  
Arc Legal Assistance Ltd, PO BOX 8921,  
Colchester CO4 5YD.

If you're not satisfied with our final response, you may refer the matter to the Financial Ombudsman.

Email: complaint.info@financial-ombudsman.org.uk. Tel: 0800 023 4567.

### Customer feedback

If you have any suggestions or comments about our cover or the service we have provided please write to our UK service providers:

Operational Standards

Zenith Insurance, Chester House, Harlands Road, Haywards Heath, West Sussex RH16 1LR. We always welcome feedback to enable us to improve our products and services.

### Telephone Recording

For our joint protection telephone calls may be recorded and monitored by us.

## How we use your information

### Introduction

We believe in keeping your information safe and secure. Full details of what data we collect and how we use it can be found in our privacy policy which you can access via <https://documents.markerstudygroup.com/media/17119/privacy-policy-zenith-insurance-18-1-17.pdf> or by requesting a copy from our Data Protection Officer (contact details below). This section provides you with some basic information and explains:

- What we do with your information
- How we may check the information you have provided to us against other sources such as databases
- Who we share your information with, and
- How we may use your information.

We are governed by the Data Protection legislation applicable in both the United Kingdom

## **How we may collect your information**

We may collect details about you from

- Information you give to brokers
- Information you give us in online forms and other forms
- Other sources such as Google Earth and social media
- Third parties and other sources
- Telematics systems.

## **What information we may collect about you**

We collect details including details about your health, personal circumstances, claims history, credit history, motoring history and other relevant details. We may collect information on you from databases such as the electoral roll and county court judgment records.

## **How we may share your information**

In order to provide our services to you, we may share your information with other insurance companies, solicitors, regulators, business partners and suppliers. We may also have a legal obligation to provide your information, in certain circumstances, with regulators, police and other public bodies.

Information you supply may be used for the purposes of insurance administration by us and third parties. These third parties may share your information with their own agents.

## **How we may use your information**

We may use your information for a number of purposes. These include:

- Providing you with our services
- Dealing with your claim
- Carrying out checks such as fraud checks and credit checks
- Providing you with information about our products and services.

We give details about some of these processes below.

### **Driving Licence checks**

We may also provide your (or any named third party) driving licence number (DLN) and other details to the DVLA to confirm licence status, entitlement and relevant restriction information and endorsement/conviction data.

Searches may be carried out prior to your policy commencing and at any point during your insurance policy including any mid-term adjustment and renewal stage. For details relating to information held about you by the DVLA please visit [www.dvla.gov.uk](http://www.dvla.gov.uk).

The DVLA may also be used to search your (or any named third party's) no claims discount (NCD) details against a no claims discount database to obtain information in relation to your NCD entitlement.

We may pass details of your no claims discount to certain organisations to be recorded on a NCD database.

## **Providing you with details on our Products and Services**

Where you have given us your consent to do so, we will send you information about products and services of ours and other companies in our Group which may be of interest to you. We may contact you by telephone, letter or email (as you have indicated)

You have a right at any time to stop us from contacting you for marketing purposes or giving your information to other members of the Group.

If you no longer wish to be contacted for marketing purposes then please contact our Data Protection Officer (contact details below).

Markerstudy Direct Limited

45 Westerham Road

Bessels Green

Sevenoaks

Kent

TN13 2QB

## **Motor Insurance Database**

Your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau (MIB). MID and the data stored on it, including your personal details, may be looked at and used by certain statutory and/or authorised bodies including the Police, the DVLA, the Insurance Fraud Bureau and other bodies permitted by law.

If you are involved in an accident (in the UK or abroad), insurers and/or the MIB may search the MID to obtain relevant information.

Persons pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration details are shown on the MID at [www.askmid.com](http://www.askmid.com)

## **Fraud Prevention and Detection**

We carry out fraud checks on our customers. We do this in order to prevent fraud and also to help us make decisions about the provision, pricing and administration of insurance.

When carrying out these checks, we will search against fraud detection databases.

We may pass details about you to some of these databases.

Law enforcement agencies, financial service providers, fraud prevention agencies, police and other organisations may also access these databases.

## **Claims History**

We may process data relating to your claims history for the purposes of assessing any claim you may make.

The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident we will pass information relating to it to these databases. We may search these databases when you apply for insurance, in the event of any incident or claim, or at time of renewal.

### **Credit Searches and Accounting**

In assessing an application for insurance or policy renewal, we may search files made available to us by credit reference agencies. They keep a record of that search.

Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors, or to prevent fraud.

### **Transfers**

Sometimes your information may be transferred outside the European Economic Area by us, by the organisations with whom we share your information or by the servants and agents of these organisations. If we do this we will ensure that anyone to whom we pass it provides an adequate level of protection.

### **Your Rights as a Data Subject**

Under Data Protection Laws you have certain rights; these include for example, a right to understand what data we hold on you and a right to ask us to amend that data if it is incorrect. If you would like to exercise any of your rights please contact our Data Protection Officer (contact details below).

### **Data Protection Officer**

If you have any questions about how we use your data, or to exercise any of your data rights please contact our Data Protection Officer at:

Data Protection Officer  
Markerstudy Direct Limited  
45 Westerham Road  
Bessels Green  
Sevenoaks  
Kent  
TN13 2QB