

MOTOR LEGAL PROTECTION POLICY



This separate policy only applies if shown on your policy schedule

This policy covers you for:

- a) Legal costs up to £100,000 for certain types of disputes resulting from a Road Traffic Accident.
- b) 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 you, your passengers, all drivers named on your certificate of motor insurance and their passengers whilst using your van 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 £100,000 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.

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. Wherever these words or phrases start with a capital letter in this document, they will always have the following meanings:

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.

Advisers' Costs

Reasonable legal costs incurred by the Adviser. Third party costs shall be covered if awarded against you.

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.

Cover Summary

The document which describes the level of cover you've bought plus any other details of your policy that are specific to you.

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

Indemnity

Compensation for loss, damage or injuries.

Instructed Advisers' Costs

The amount of Advisers' Costs that would normally be incurred by your insurer when using a nominated Adviser of our choice.

Insured Incident

Any road Traffic Accident (excluding claims for theft or fire) which results in damage to the insured vehicle or damage to any personal property owned by an insured person whilst in or on the insured vehicle or any injury to or death of an insured person whilst in on or mounting onto or dismounting from the insured vehicle.

Insured Period

The duration of your Van insurance policy, shown on your schedule.

Insurer

AmTrust Europe Limited

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 Van.

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.

Territorial Limits

The United Kingdom and any country that is a member of the European Union (EU) plus: Iceland, Norway, Switzerland, Liechtenstein, Andorra and Serbia.

Van

The Van covered by your certificate of insurance, including a caravan or trailer being towed by it.

The definitions below also have the same meanings throughout this document even when they don't start with a capital letter:

We/Us/Our

Arc Legal Assistance

You/Your

The primary policyholder plus, in cases of personal injury, the authorised driver and passengers for recovery of losses not covered by your Van insurance.

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 £100,000 where:

- a) The Insured Incident takes place during the Insured Period and within the Territorial Limits
- b) 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:

Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves your interests. The assessment of your claim and the prospects of its success will be carried out by an independent Adviser. If the Adviser determines that there is not more than a 50% chance of success then we may decline or discontinue support for your case.

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.

Uninsured Loss Recovery & Personal Injury

What is insured

You and any authorised passengers are covered for Legal Expenses Insurance Advisers' Costs to pursue damages claims arising from a Road Traffic Accident for which you are not at fault for:

- a) whilst you or any authorised passengers are in, boarding or alighting your Van against those whose negligence has caused injury or death, and/or
- b) against those whose negligence has caused you or any authorised passengers 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 or 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 Advisers' Costs will be covered subject to What We do Not Cover.

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.

Motor Prosecution Defence

What is insured

Advisers' Costs to defend a Legal Action in respect of a motoring offence, arising from your use of your Van. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

What is not insured:-

Claims

- a) For alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol, non-prescribed drugs and/or an excess of prescribed drugs.
- b) For Advisers' Costs where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- c) For parking offences for which you do not get penalty points on your licence.
- d) For motoring prosecutions where your motor insurers have agreed to provide your legal defence.

Motor Contract

What is insured

You are covered for Advisers' Costs to pursue or defend a Legal Action relating to a dispute over a contract for the sale or purchase of goods or services relating to your Van including your Van, provided Advisers' Costs do not exceed the amount claimed.

What is not insured:-

Claims

- a) Where the contract was entered into before you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

Vehicle Cloning

What is insured

You are covered for Advisers' Costs to defend a Legal Action arising from use of your Van's identity by another person or organisation without your permission.

What is not insured:-

Claims

- b) Where your Van's identity has been copied by somebody living with you.
- c) Where you did not act to take action to prevent yourself from further instances of vehicle cloning following an Insured Incident.
- d) For any losses (other than Advisers' Costs) incurred by you as a result of your Van's identity being copied without your permission.

Motor Insurance Database Disputes

What is insured

You are covered for Advisers' Costs for representation of your legal rights in a dispute with the police and/or other government agency in the event your Van is seized following a failure in the communications between your insurance adviser/ insurer and the Motor Insurance Database resulting in incorrect information about you or your Van being recorded on that database.

WHAT WE DO NOT COVER

There is no cover where:

- a) the Insured Incident occurred before you purchased this insurance.
- b) a reasonable estimate of Your Advisers' Costs is greater than the amount in dispute other than in relation to uninsured loss recovery claims.
- c) you fail to give proper instructions to Arc or the Adviser, or respond to a request for information or attendance by the Adviser within a reasonable period of time.
- d) your act or omission prejudices your or our position in connection with the action.
- e) Adviser's costs have not been agreed in advance or exceed those for which Arc has given their prior written approval.
- f) we void the motor insurance policy or refuse indemnity.
- g) any claim reported to us more than 180 days after you or an insured person should reasonably have known about an insured incident.

There is no cover for:

- a) Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- b) damages, interest, fines or costs awarded in criminal courts.
- c) claims made by or against us, Arc or the Adviser, unless the claimant was a passenger in a vehicle on this policy.
- d) where at the time of the Insured Incident you were disqualified from driving, did not hold a licence to drive or your Van did not have a valid MOT certificate or Vehicle Tax or comply with any laws relating to its ownership or use.
- e) a claim arising from an allegation that you were in control of the vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
- f) any claim arising from racing, rallies, competitions or trials.
- g) an application for Judicial Review.
- h) appeals without the prior written consent of Arc.
- i) the costs of any legal representative other than those of the Adviser, unless a Conflict of Interest arises, prior to the issue of court proceedings.
- j) any Legal Action that we reasonably believe to be false, fraudulent, exaggerated or where you have made mis-representations to the Adviser.
- k) applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.
- l) disputes between the Adviser and any other party which is only over the level Advisers' Costs.
- m) your solicitors own costs where your claim is being pursued under a Conditional Fee Agreement.

CONDITIONS

1 Claims

- a) You must notify us as soon as possible and within a maximum of 180 days once you become aware of the 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) We shall appoint the Adviser to act on your behalf.
- c) We or Arc may investigate the claim and take over and conduct the action in your name. Subject to your consent which shall not be unreasonably withheld we may reach a settlement of the Legal Action.
- d) You must supply at your own expense all the information which we reasonably require to decide whether a claim may be accepted.

The Adviser must represent you in accordance with our standard conditions of appointment which are available on request.

- e) The Adviser will:
 - I. provide a detailed assessment of your prospects of success including the prospects of enforcing any judgment obtained without charge.
 - II. keep us fully advised of all developments and provide such information as we may require.
 - III. keep us regularly advised of Adviser's Costs incurred.
 - IV. advise us of any offers to settle and payments in to court. If contrary to our advice such offers or payments are not accepted there shall be no further cover for legal costs unless we agree in our absolute discretion to allow the case to proceed.
 - V. submit bills for assessment or certification by the appropriate body if requested by us and abide by any decision from that body.
 - VI. attempt recovery of costs from the Third Parties.
 - VII. agree with us not to submit a bill for Adviser's costs until conclusion of the Action.
- f) In the event of a dispute arising as to costs we may require you to change Adviser.
- g) We shall only be liable for costs for work expressly authorised by us in writing and undertaken while there are prospects of success.
- h) You shall supply all information requested by the Adviser and Us.
- i) You are liable for any Adviser's Costs if you withdraw from the action without our prior consent or take action that Arc reasonably believe to be false, fraudulent, exaggerated or where you have made misrepresentations to the Adviser. Any costs already paid by us will be reimbursed by you.

2 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

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 Disclosure Breach

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.

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.

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.

English Law

This contract is governed by English law unless otherwise agreed.

Language

All communications will be in English.

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 CONDITIONS

Guidance notes

You must keep to these conditions or your insurance will not be valid. Your insurance only covers people who meet these conditions and all the information you give to us in the proposal form or statement of insurance must be completely true and accurate.

We will not pay any claim which is false or fraudulent.

- A. We will only provide the cover described in this insurance under the following circumstances.
 1. Anyone claiming cover under this contract has kept to all the conditions in this document and any endorsements.
 2. The information you gave on the proposal form or statement of insurance and any declaration is true and complete. If you do not give us accurate information, this could lead to your claim not being paid and/or your insurance not being valid.
 3. 'Your Van' means any van you have told us about and that we have agreed to cover. The Van must be your property and registered in your name. If you change the Van covered by this insurance or get an extra Van which you need cover for, you must tell us beforehand.

We will only provide cover if you have paid the premium.

- B. If a claim is made which you or anyone acting for you knows is false, or if you give us incorrect information or fraudulent documents, we will not pay the claim, cover under this insurance will not be valid, and you will lose any premium you have paid.
- C. If there is other insurance in force which covers the same loss, damage or liability as our insurance, we will only pay any amount above that provided by the other insurance. This condition does not make us responsible for any amount we would not otherwise have paid under any section of this insurance.

D. You cannot transfer this insurance to anyone else.

E. 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.
You use threatening or abusive behaviour or language, or intimidate or bully our staff or suppliers in connection with this policy.
- c) 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.
- d) We're prevented from providing cover under this policy by law or other reason. e) 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 van 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.

Without affecting the condition relating to cancellation we shall be entitled to increase or reduce the premium and/or vary the terms, conditions and exceptions of this policy in respect of the unexpired term of this insurance to adequately reflect the alteration in the risk. Geoffrey Insurance Services may apply further administration charges sufficient to cover costs.

F. This insurance does not give rights to any person other than you (the insured person) unless we say differently elsewhere in this document.

G. Unless we have agreed otherwise with you, this insurance is governed by the law applying in the particular country in the United Kingdom you live in. If there is any dispute over which law is to apply to this insurance it will be English law. We will not cover any payments that are awarded by a court in a country outside of the United Kingdom unless your cover has been extended to that country.

Privacy and Data Protection Notice

Data Protection

Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit www.arclegalassistance.co.uk

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:

Email: 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: Email: 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.

Financial Ombudsman Service, Exchange Tower,
Harbour Exchange Square, London E14 9SR.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100

Authorisation and regulation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority.

Our reference number is 305958. This can be checked on the Financial Services Register by visiting the website [HYPERLINK "http://www.fca.org.uk/register"](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

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:

Geoffrey Insurance Services
Prospect House
Thanet Way
Whitstable CT5 3FD

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.

Financial Services Compensation Scheme

Should we be unable to meet our liabilities you may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of your business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is 0800 678 1100 or 020 77414100. Alternatively, more information can be found at

www.fscs.org.uk

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://www.geoffreyinsurance.com/privacy-policy> 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 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.

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

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