



# VANTAGE PROTECT

**Personal Legal Expenses Insurance Policy**

## About this policy

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This policy has been arranged by Vantage Protect Ltd with UK General Insurance Limited on behalf of:

Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Vantage Protect Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check Our details on the Financial Services Register <https://register.fca.org.uk/>.

**This is a “claims made” insurance policy. This insurance only covers claims that arise and are notified to Us during 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*

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

## Making a claim

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If an *insured person* wishes to discuss a problem which may lead to a claim, please ring *Our* dedicated helpline quoting the certificate number on *Your* Policy Schedule.

*Our* trained staff will help identify the problem and, where necessary, put the *insured person* in touch with a member of *Our* panel of professional advisors. *We* will initially deal with a potential claim through the helpline service and, before the claim is accepted, may refer the matter to a suitably qualified and experienced professional person for advice and suggested appropriate action.

Claims should be notified as soon as possible by calling 01455 852100 or by writing to:

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

Email: [claims@vantageprotect.com](mailto:claims@vantageprotect.com)

Once details have been received by *Us* and *We* have accepted the claim in writing, *We* will appoint one or more solicitors, accountants or other suitably qualified and experienced persons from *Our* panel to act on the *insured person's* behalf.

## Definitions

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

### **Consequential loss**

Any other costs that are directly or indirectly caused by the event which led to *Your* claim unless specifically stated in this policy.

### **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.

### **Disbursements**

Costs payable in respect of services provided by a third party to the *insured person*, distinct from the services supplied by the *appointed representative* to the *insured person*, that have been incurred with *Our* prior consent.

### **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.

### **Employment Tribunal Fees**

The fees introduced from 29<sup>th</sup> July 2013, which the *insured person* is required to pay to an Employment Tribunal when a claim is first issued and again when the claim is listed for tribunal or appeal. Fees in respect of appeals will only be covered where *We* have provided prior written consent.

### **Goods**

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

### **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/their/them/they**

UK General Insurance Limited on behalf of Great Lakes Insurance SE. UK General Insurance Limited is an insurers' agent and in the matters of a claim act on behalf of Great Lakes Insurance SE.

### **Legal expenses**

The legal fees, accountants' fees, costs, *disbursements* and other professional charges in connection with *legal proceedings* which Vantage Protect has 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 the prior agreement of Vantage Protect.

For the purposes of this definition 'reasonably incurred' shall mean costs that are deemed by a court to be reasonable upon an assessment on the standard basis. Under the 'standard basis' of costs assessment the court will only allow costs which are proportionate to the matters in issue and will resolve any doubt it may have in favour of the party claiming those costs, as to whether costs have been reasonably incurred and/or that they are reasonable and proportionate. All *legal expenses* shall be subject to reasonable prospects of success – please refer to 'This policy will not cover – condition 1' for more information.

### **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*.

## Vantage Protect/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* and to whom any notification of a claim must be made.

## Part 36 Offer

Any offer made by an opponent to settle a claim which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the claim and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause the *insured person* to pay part of their opponent's costs should the *insured person* reject an offer, continue with the legal proceedings and subsequently fail to obtain more than they were offered by the opponent, or should they accept outside the 21 day period. This includes offers made under Part 36 of the Civil Procedure Rules 1998.

## 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.

## Territorial limits

- a) Parts 3 and 6 of 'This policy will cover':  
The *United Kingdom*.
- b) Parts 1, 2, 4, 5 and 7 of 'This policy will 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.

## You/Your/policyholder

The person(s) named on the Policy Schedule.

## Your home

The property address as covered under *Your* household insurance policy and named on the Policy Schedule attached to this policy.

## This policy will cover

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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 persons* against *legal expenses* which may be incurred during the *period of insurance* for which Vantage Protect have accepted *Your* premium.

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 7 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) *We* will cover no more than two claims in any one *period of insurance*, not taking into account any claims(s) rejected by Vantage Protect.
- e) The *insured person* will be responsible for the first £90 of each and every claim except for claims relating to the *insured person's* contract of employment when the excess is £300.
- f) The amount in dispute is more than £250.
- g) Where the claim relates to a dispute arising from a contract of employment (as provided for under parts 3 and 5B of 'This policy will 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 purchase or hire of goods or services for private use or the 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 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*.

## Exclusions to Section 2

The *insurer* will not indemnify the *insured person* in respect of claims:

- a) in respect any buildings or land other than *Your home*;
- b) boundary disputes which arise in the first 180 days of this insurance unless the policy has renewed at least once;
- c) claims where any *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.

## Section 3. Employment disputes

Disputes arising from or relating to an *insured person's* contract of employment as an *employee* excluding directors' service contracts, subject to an excess of £300.

Cover will be provided for legal expenses incurred in bringing an employment dispute claim against the insured person's employer, and will also be provided for *employment tribunal fees* that the *insured person* is required to pay.

## 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*.
- b) Civil action, arising out of the *insured person's* work as an *employee* (but not as a director), under any legislation relating to racial, sex or disability discrimination, 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 enquiries

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*.

## Exclusions to Section 6

The *insurer* will not indemnify the *insured person* in respect of legal expenses incurred in an investigation which is limited to one or more specific aspects of their 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.

## This policy will not cover

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This policy does not cover any claim:

### 1. Prospects of success

That does not have reasonable prospects of success.

Reasonable prospects' means a 51% or greater chance that the *insured person* will be successful in their pursuit of *legal proceedings* and that the claim can be pursued in a proportionate manner.

In determining whether a claim can be pursued in a 'proportionate manner' *We* will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable.

The factors *We* will take into account in assessing whether those costs are reasonable include:

- the prospects of success and the likely costs of pursuing the claim;
- the amount claimed and the amount that is likely to be recovered;
- the amount of adverse costs that *We* would be likely to pay if the claim was unsuccessful;
- the prospects of enforcing a judgment or agreement;
- the circumstances of the insured incident, including the *insured person's* conduct; and
- any other relevant factor.

### 2. 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 'This policy will cover'.

### 3. Motor vehicles

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

### 4. Libel or slander

Relating to written or verbal remarks.

### 5. Deliberate, dishonest, violent or criminal acts

- a) Relating to:
  - a. A cause of action intentionally brought about by an *insured person*.
  - b. 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.

### 6. Legal expenses not agreed

For *legal expenses* incurred:

- a) Before *We* agree to pay them on the *insurer's* behalf;
- b) Where *You* and/or an *insured person*:
  - i. Pursue or defend a case without *Our* agreement or in a different manner to or against the advice of the *appointed representative*;
  - ii. Fail 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.

### 7. Delay and prejudicial acts

Where an *insured person*, in *Our* opinion, acts in a manner which is prejudicial to the case, including being responsible for any delay, withdrawing instructions from the *appointed representative* or withdrawing from the case.

### 8. Other insurance

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).

### 9. Fines and penalties

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

## 10. Disagreement

Relating to any dispute with *Us*, the *insurer* or the *appointed representative*.

## 11. 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.

## 12. Electronic Data

For *legal expenses* arising from any consequence, howsoever caused, including but not limited to *Computer Virus* in *Electronic Data* being lost, destroyed, distorted, altered or otherwise corrupted.

## 13. War & Terrorism

For *legal expenses* arising from any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;

For *legal expenses* arising from any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

## 14. Radioactive contamination

For *legal expenses* arising from any direct or indirect consequence of:

- 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;

## 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 or quasi marital relationship.

## 20. Non consent

Any claim which is settled or discontinued without *Our* written consent.

## 21. Part 36 disregard

Any claim where the *insured person* has disregarded *Our* advice to accept a *Part 36 Offer* to settle.

## 22. Unreasonable behaviour

Any costs that the *insured person* is ordered to pay by a court as a result of their unreasonable behaviour (as determined by the courts). Please refer to the General Conditions and Claims Conditions for details of what *We* expect the *insured person* and their *appointed representative* to do in the event of a claim.

## General conditions

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### 1. Your responsibilities

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.

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.

All *insured persons* must

- a) Observe and comply with the terms and conditions and exclusions of this policy.
- b) Try to prevent any incident that may give rise to a claim.
- c) Try to minimise the amount payable under this insurance (for example: by co-operating with *Us* and the *appointed representative* and promptly providing *Us* with any information that *We* or the *appointed representative* request)
- d) Try 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 must notify *Your* claim within 90 days of the *date of occurrence* and provide any written or other evidence *We* request. *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 *Us* accepting the claim, including any action already taken.

### 4. Acceptance of a claim and right to refuse indemnity

The *insurer* or *Us* on their behalf are entitled to refuse to accept a claim, or to continue to indemnify an *insured person* where:

- a) In *Our* or their opinion:
  - i. the *policyholder* and or any other *insured person* has failed to adhere to the terms and conditions of this policy;
  - ii. the *policyholder* and or the *insured person* has failed to provide *Us* or the *appointed representative* with any relevant information and or supporting evidence.
- b) In *Our* opinion or that of the *appointed representative*, the *legal proceedings* no longer have reasonable prospects of success, or 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 prospects of success for the outcome of the *legal proceedings*.

If the *insurer* or *Us* on their behalf refuse to accept a claim or to continue to indemnify an *insured person*, *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 prospects as referred to above exist. *Your* cost of investigation and other expenses relating to *Your* seeking to prove that such reasonable prospects 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 their terms of appointment which must be accepted by the *appointed representative* before they may commence 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.

## 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 or rejected 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

The *insurer* or *Us* on their behalf reserve the right to take proceedings in *Your* name, at their own expense and for their own benefit, to recover any payment *We* have made under this insurance to anyone else. If *You* or an *insured person* recover *legal expenses* previously paid under this insurance from any other party, such *legal expenses* must be immediately repaid to *Us*.

## 9. Arbitration

Any dispute or difference of any kind between the *insurer*, *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 *You* and the *insurer* 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*, the *insurer* 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

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

## 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 Vantage Protect Ltd 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.

Thereafter *You* may cancel the insurance cover at any time by informing Vantage Protect Ltd however no refund of premium will be payable.

*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.

## Complaints

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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:

1. Complaints regarding the sale of the policy:

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

2. Complaints regarding claims:

Please contact in the first instance:

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](mailto:feedback@vantageprotect.com)

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 €2 million and fewer than ten staff. *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](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: <http://www.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

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Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if Great Lakes Insurance SE 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 [www.fscs.org.uk](http://www.fscs.org.uk) or call *Us* on 0800 678 1100 or 020 7741 4100

## UK GENERAL INSURANCE LTD PRIVACY NOTICE

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We are UK General Insurance Ltd, referred to as "*We/Us/Our*" in this notice. *Our* data controller registration number issued by the Information Commissioner's Officer is Z7739575

This privacy notice is relevant to anyone who uses *Our* services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "*You/Your*" in this notice.

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

### Why do *We* process *Your* data?

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

### What information do *We* collect about *You*?

Where *You* have purchased an insurance policy through one of *Our* agents, *You* will be aware of the information that *You* gave to them when taking out the insurance. The agent will pass *Your* information to *Us* so that *We* can administer *Your* insurance policy.

For specific types of insurance policies, for example when offering *You* a travel insurance policy, *We* may process some special categories of *Your* personal data, such as information about *Your* health.

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

### UK General's full privacy notice

This notice explains the most important aspects of how *We* use *Your* data. *You* can get more information about this by viewing *Our* full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing *Us* at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, *You* can write to *Us* at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.