

LegalCompare Motor Protection

Legal Expenses Insurance Policy



LegalCompare Motor Protection

Legal Expenses Insurance Policy

Compensation for personal injury
Motor Policy excess recovery
Loss of earnings
Arranging a replacement hire vehicle
Damage to property in the vehicle
Recovery of Uninsured Losses after an accident
Counseling service
Physiotherapy treatment
Breakdown assistance
24 Hour Legal Advice & Claims Helpline

LegalCompare Motor Protection

Legal Expenses Insurance Policy

Contents

Page | 2

Purpose of this policy
What to do in the event of an accident or dispute
About your policy
Exclusive motor accident benefits
Key Features and Benefits
Policy Terms and Conditions

Purpose of this Policy

LegalCompare Motor Protection is designed for:

Those who wish to receive professional legal advice and assistance should they or their family become involved in a legal dispute as a result of an accident involving a motor vehicle:

Those seeking telephone legal advice and other helpline services described in the Key Facts Summary

24Hour Legal Advice & Claims Line 08456 800 600

LegalCompare Motor Protection

What to do in the event of a motor vehicle accident

Page | 3

If a circumstance arises where you or your family have been or become involved in a motor vehicle accident:

Simply telephone our 24 hour Legal Advice & Claims Helpline on **08456 800 600** for confidential legal advice on your particular problem.

The legal advisor will advise on whether the matter can be covered under your policy.

If appropriate, a claim form will be sent to you, which you should complete and return to:

Claims Department

LegalCompare Limited
PO Box 10029
Nottingham
NG2 9LQ
Tel: 08456 800 600
Email: claims@legalcompare.com

On receipt of the completed claim form the Claims Department will advise you of the next step you should take.

Important

Please note that we will not pay any legal costs which have been incurred without our express written consent.

24Hour Legal Advice & Claims Line 08456 800 600

LegalCompare Motor Protection

About your policy

Page | 4

LegalCompare Motor Protection

Motor accidents are stressful, particularly when someone is injured. With LegalCompare Motor Protection you can avoid the cost and stress of long and expensive legal disputes. With our policy you get total peace of mind by giving you the power to protect your legal rights.

How to get cover

There is no need to complete any forms to obtain cover. Simply pay the premium, plus insurance premium tax, and we will send you your policy documents.

We agree to the extent and in the manner herein provided to indemnify you against Fees and Costs as specified in the relevant sections of cover as set out in this Policy and its Schedule.

This is a "claims made" insurance. This insurance only covers claims notified by you during the period of insurance.

Unless expressly stated in writing nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

The law applicable to this Policy

Your Policy will be governed by the laws of England and Wales unless you and we have agreed otherwise

Important

We recommend that you read this Policy together with your Schedule to ensure that it meets with your requirements. Should you have any queries please contact us or your insurance adviser.

We and you agree that:

This Policy, the Schedule (including any replacement Schedule issued in substitution) and any Endorsements will be considered to be one document and where a specific meaning has been given to any word it will have that meaning wherever it appears;

This Policy is evidence of the contract of insurance between you (the Insured) and Elite Insurance Company Limited (the Insurer);

We will provide the insurance described in this Policy, subject to the terms and conditions, for the period of insurance shown in the Schedule and any later period, as long as you have paid the correct premium for it, which we have accepted.

When we may not be able to help

We may not be able to help you unless we feel it is more likely that your claim will be a successful claim than an unsuccessful claim.

24 hour legal advice and claims helpline

We have a team of legal experts to give legal and claims advice over the telephone.

Complaints

Your attention is drawn to the Complaints Procedure.

General

Please inform us immediately of any change in your address and of any other change affecting the persons insured which requires an alteration in the Policy.

If you have any questions about this insurance please telephone or write to us.

24Hour Legal Advice & Claims Line 08456 800 600

LegalCompare Motor Protection

Exclusive motor accident benefits

Page | 5

LegalCompare Motor Protection additional benefits

Motor accidents are complicated affairs and can be stressful, not least when personal injury has been suffered. Your Policy will provide you and your family total peace of mind so that, in addition to the benefits above, we can provide assistance on the following to get you back on the road and compensated for your losses:

Uninsured Loss Recovery

Uninsured losses in an accident can include:

- Compensation for personal injury
- Loss of earnings
- You motor policy excess
- Reasonable replacement vehicle hire charges
- Accident repair costs
- Damages to personal items e.g. clothes and sun glasses

Once we have accepted your claim we will aim to recover your insured losses from the person who caused the accident. Your claim will be handled by an approved lawyer appointed by us.

Replacement hire vehicle

We can usually arrange for you to hire a replacement vehicle in the UK until your own vehicle can be repaired if:

- You are over 18 years of age
- The accident was caused by the other person's fault
- Your own vehicle cannot be driven

Drivers' Breakdown Assistance

If your vehicle breaks down or is not driveable after an accident that was not your fault, we can arrange for a recovery vehicle to repair your vehicle or transport it to a nearby repairer. We can also arrange an alternative replacement hire vehicle and overnight accommodation where necessary.

Counselling Service

We can arrange confidential counselling, and when appropriate arrange for referral to external professional service, if you have suffered psychological injuries as a result of an accident that was not your fault.

Physiotherapy Treatment

We can arrange immediate private physiotherapy, osteopathy and chiropractic treatment if you are injured as a result of being in an accident that was not your fault.

We will, through the appointed lawyer, try to claim back the hire charges, recovery and storage charges, counselling charges and physiotherapy charges from the person who caused the accident. If it is not possible to get these costs back e.g. if your claim is unsuccessful, then you will be responsible for these charges. The company providing the hire vehicle may insure you against these costs.

LegalCompare Motor Protection

Key Features and Benefits



This Policy summary provides key information on your LegalCompare Motor Protection Policy which you should read. Full terms and conditions can be found on the subsequent pages of this document.

Your Policy will be valid for one year from the commencement date.

LegalCompare Motor Protection is a legal expenses insurance contract which provides legal Fees and Costs cover for pursuing or defending legal disputes as a result of being involved in a motor vehicle accident.

Features and benefits	Significant exclusions or limitations	Policy Section
<p>Who is providing this insurance policy This Policy is underwritten by Elite Insurance Company Limited.</p> <p>Significant features Elite will indemnify you in respect of your legal fees and costs and lawyers we appoint at our sole discretion, will represent you or your family, in pursuing or defending legal disputes as a result of being involved in an accident involving a motor vehicle including:</p> <ul style="list-style-type: none"> damage to your vehicle or personal property in it; death or injury of an insured person while they are in or on the insured vehicle; death or injury of an insured person while they are driving another vehicle; death or injury of a member of your family while they are a passenger, cyclist or pedestrian. <p>24 Hour Legal and Claims Helpline You and your family will be provided with a legal telephone advice line for legal issues or disputes arising as a result of being involved in an accident involving a motor vehicle.</p> <p>Limit of Indemnity The standard limit of indemnity for any one claim is £500 or as specified on the Schedule. The aggregate limit for all claims in any one year is £5,000.</p> <p>Drivers' Breakdown Assistance We can arrange for a recovery vehicle to repair your vehicle or transport it to a repairer if your vehicle cannot be driven because of an accident that was not your fault.</p>	<p>Significant exclusions We will not provide cover for legal disputes where:</p> <ul style="list-style-type: none"> There are not reasonable prospects of success; Legal disputes arise as a result of your or your families wrongdoing; Legal fees incurred without our express written consent; The defence of any criminal proceedings <p>It must be more likely than not that the insured person will recover damages.</p> <p>Legal costs are payable only if we have appointed the lawyer to help the insured person.</p> <p>Fines, damages or court orders.</p> <p>Costs incurred before we have accepted a claim.</p> <p>Legal Fees and Costs are limited to £500, including opponents' costs, or as specified on the Schedule.</p> <p>You will be required to pay a percentage of the total Fees and Costs incurred under any one claim if these cannot be recovered from the person you are claiming against.</p> <p>You will be responsible for the breakdown recovery contractor's charges if these cannot be recovered in full from the person who caused the accident.</p>	<p>Pages 4 & 8-9</p> <p>Pages 4 & 8-9</p> <p>Page 8</p> <p>Page 8</p> <p>Page 5 & 9</p>

LegalCompare Motor Protection

Key Features and Benefits

Features and benefits	Significant exclusions or limitations	Policy Section
<p>Counselling Service We can arrange confidential counselling with an external professional service if you are psychologically injured as a result of an accident that was not your fault.</p>	<p>You will be responsible for any external counseling services' charges if these cannot be recovered in full from the person who caused the accident.</p>	<p>Page 5 & 9</p>
<p>Physiotherapy Treatment We can arrange immediate private physiotherapy, osteopathy and chiropractic treatment if you are injured as a result of an accident that was not your fault.</p>	<p>You will be responsible for the treatment charges if these cannot be recovered in full from the person who caused the accident.</p>	<p>Page 5 & 9</p>
<p>Replacement hire vehicle We can usually arrange for you to hire a replacement vehicle until your own vehicle can be repaired if your vehicle has been damaged as a result of an accident that was not your fault.</p>	<p>You will be responsible for the hire charges if these cannot be recovered in full from the person who caused the accident.</p>	<p>Page 5 & 9</p>
<p>Duration This Policy initially runs for twelve months from the commencement date and is then subject to the renewal conditions which can be found on page 9.</p>		<p>Page 9</p>
<p>Territorial Limits England and Wales (unless previously agreed or otherwise between us).</p>		<p>Page 8</p>
<p>Cancellation You may cancel this policy within 14 days of receiving the Policy Schedule and we will refund any premium you have paid to us. If you wish to cancel this insurance policy at any other time you must seek our written consent. If you cancel this policy without our consent we will not be liable to make any payment whatsoever under the terms of this policy and the premium will not be refunded. You cannot make any claim after cancelling this policy.</p>		<p>Page 9</p>
<p>Making a Claim Telephone our 24 hour legal advice and claims line on 08456 800 600. If appropriate, a claim form will be sent to you which you should complete and return to: Claims Department, LegalCompare Limited, PO Box 10029, Nottingham NG2 9LQ</p>		<p>Page 9</p>
<p>Making a Complaint Please contact The Complaints Manager in writing at LegalCompare Limited, PO Box 10029, Nottingham NG2 9LQ or by telephone on 08456 800 600.</p>		<p>Page 11</p>
<p>Financial Services Compensation Scheme (FSCS) Elite Insurance Company Limited is covered under the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet valid claims due to business failure. 90% of any claim will be met with no upper limit. Further information about the FSCS scheme can be obtained from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsofen Street, London E1 8BN or www.fscs.org.uk.</p>		<p>Page 12</p>

LegalCompare Motor Protection

Policy Terms and Conditions

Page | 8

We/Us/Our means Elite Insurance Company Limited, which underwrites this Policy.

You/Your means the person(s) named as insured in the schedule.

Insured means you and at your request any member of your family, provided they are permanently resident with you. Such persons being normally resident in England and Wales.

Partner means the person with whom you have lived for six months and continue to do so as if married but there is no legal formalisation of the relationship.

Motor Vehicle means a roadworthy vehicle with a kerb side weight of less than 7.5 tonnes and for the purposes of this insurance includes motorcycles and scooters owned by the insured and their family.

Family means your family is you and in addition:

1. your spouse or partner;
2. your parents;
3. your spouse's/partner's parents;
4. your children under the age of 21 (including foster children, step-children, adopted children and grand-children).

Administrator means Elite Litigation Services, which administers this Policy.

Appointed Representative means a solicitor, barrister, consultant or other appropriately qualified person appointed at the sole discretion of the Administrator to act in a professional capacity for the insured in accordance with the terms of this policy.

Small Claims Track Limit means the current limit set by the court for which a claim may be allocated to the small claims track.

Period of Insurance means the period shown in the schedule or any subsequent period for which you have paid or have agreed to pay and we have accepted or have agreed to accept the premium.

Limit of Indemnity means our maximum liability under this policy shall not exceed the respective amounts shown in the schedule for:

1. any one claim;
2. the aggregate amount in respect of all claims notified during the period of insurance.

Territorial Limits means England and Wales or any areas specified in the schedule.

Any One Claim means all legal proceedings, including appeals, arising from or relating to the same original cause or event arising during the period of insurance shall be regarded as one claim.

Insured's Contribution means the proportion of any legal benefits for which the insured is responsible.

Legal Proceedings means the pursuit or defence of legal disputes, excluding non-contentious matters.

Court means a court, tribunal or other competent authority.

Primary Residence means the address shown in the schedule.

Legal Benefits

Legal Fees means any fees and disbursements reasonably and properly incurred by the appointed representative, or by us, in connection with any legal proceedings.

Legal Costs means any costs payable by the insured following:

1. an award of costs by any court; or
2. an out-of-court settlement made in connection with any legal proceedings. The insured must have obtained our express written agreement to any such settlement in accordance with Claims Settlement Conditions.

THE COVER

The insurer will indemnify the insured, subject to the insured's percentage contribution as stated in the Schedule, up to the limit of indemnity in respect of legal benefits which arise from legal proceedings that:

1. are notified to us during the period of insurance; and
2. are made by or brought against the insured within the jurisdiction of a court within the territorial limits.

GENERAL EXCLUSIONS

The insurer shall not be liable for legal benefits in respect of:

1. any actual or alleged act, omission or dispute occurring prior to, or existing at inception of this policy and which the insured knew (or ought reasonably to have known) was likely to give rise to legal proceedings.
2. any matter to which we have not given our written consent.
3. any legal proceedings arising from the insured's intentional wrongdoing or an act or omission committed with reckless disregard as to its consequences.
4. the defence of any legal proceedings arising from or relating to any actual or alleged dishonesty, fraud or malicious conduct of the insured.
5. any legal proceedings brought or transferred outside the territorial limits.
6. any legal proceedings where a reasonable estimate of any legal benefits to be paid would exceed a realistic financial valuation of the insured's claim.
7. damages, fines or penalties of any nature incurred by the insured in legal proceedings.
8. the pursuit or defence of any action where fraud or malicious falsehood is alleged.
9. the defence of any criminal proceedings.
10. legal proceedings in relation to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.

24Hour Legal Advice & Claims Line 08456 800 600

11. the defence of any civil legal proceedings made by or brought against the insured arising from any actual or alleged death, bodily injury or disease of or to any person.
12. the defence of any legal proceedings arising from or relating to the insured's liability in their capacity as a director or officer of any company.
13. any legal proceedings where the insured is indemnified by or entitled to be indemnified by:
 - a. any other insurance policy; or
 - b. any policy which the insured is required to hold by law.
14. any services we arrange on your behalf including, but not limited to, replacement hire vehicle charges, breakdown assistance recovery and repair charges, counselling charges and physiotherapy, osteopathic or chiropractic charges.
15. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
16. any legal proceedings directly or indirectly caused by, contributed to or arising from:
 - a. ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

GENERAL CONDITIONS

Observance of Terms

The insured must observe and comply with the terms and conditions of this policy. Any terms and conditions of this policy insofar as they relate to anything to be done or complied with by the insured, shall be conditions precedent to any liability of the insurer to make any payment under the policy.

Reasonable Care

The insured shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this policy.

Cancellation

You may cancel this policy within 14 days of receiving the Policy Schedule and we will refund any premium you have paid to us. If you wish to cancel this insurance policy at any other time you must seek our written consent. If you cancel this policy without our consent we will not be liable to make any payment whatsoever under the terms of this policy and the premium will not be refunded. You cannot make any claim after cancelling this policy. This policy may also be cancelled by us giving fourteen days' notice sent in writing to your last known address and the premium hereon shall be adjusted on the basis of the insurer receiving or retaining pro rata premium. No return of premium shall be allowed if the insured has given notification of a claim which has been admitted during the period of insurance.

Renewal

If we are willing to continue to provide cover and we advise you beforehand of our renewal terms, you authorise us to renew this policy and any subsequent policy on expiry in accordance with our renewal terms at that time, unless you advise us otherwise before the renewal date.

CLAIMS SETTLEMENT CONDITIONS

Notification of Claims

We must be notified in writing within 90 days of the insured becoming aware of any event which has given or may give rise to legal proceedings involving the insured. If the insured fails to notify us of such an event during the period of insurance any claim arising from that event will not be admitted.

Consent

Our consent to pay legal benefits must be obtained in writing. Legal benefits incurred before such consent is given will not be covered. We will give the insured our consent if the insured can satisfy us that:

1. there are reasonable prospects of successfully pursuing or defending the legal proceedings; and
2. it is reasonable in all the circumstances for legal benefits to be provided in a particular case.

The decision to grant consent may require, at the insured's expense, the opinion of the appointed representative and in some cases an opinion of Counsel on the merits of legal proceedings. If the claim is subsequently admitted the costs of such opinions will be covered under the policy.

If the insured decides to commence or continue legal proceedings for which we have denied consent on the grounds above and is successful, the insurer will pay legal benefits as if we had given our consent in the first instance.

The insurer may discontinue indemnity if, during the legal proceedings, we consider that reasonable prospects of successfully pursuing or defending the legal proceedings no longer exist.

Minimising Claims or Legal Proceedings

The insured must take all reasonable measures to minimise the risk or likelihood of claims and the cost of legal proceedings. This includes, but is not limited to, the insured and any agent or appointed representative of the insured complying with any pre-action, costs or other protocol that applies to any claim for legal benefits which form the basis of a claim under this policy.

Arbitration

Any dispute between the insured and us in respect of this policy may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the territorial limits.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of us, the insured's costs shall not be recoverable under this policy.

This procedure does not prejudice any right of the insured to have recourse to any other complaints procedure to which the insurer subscribes or to the courts.

Fraudulent Claims

This policy shall be voidable at the discretion of the insurer if the insured makes any request for payment under this policy:

1. knowing it to be fraudulent, false or misleading in any way; or
2. in circumstances where the insured ought reasonably to have known that the claim was false, misleading or fraudulent in any way; or
3. where there is collusion between parties to a dispute.

Conduct of Legal Proceedings

Nomination of the appointed representative

The solicitor, barrister, consultant or other appropriately qualified person we may appoint to represent you in Legal Proceedings will be at the sole discretion of the Administrator in accordance with the terms of this policy. Any dispute arising from the nomination procedure may be referred to arbitration in accordance with the Claims Settlement Conditions. In the event of claims arising from or relating to the insured's contract of employment the appointed representative will be one of our employment consultants.

In all cases the appointed representative shall be appointed in the name of and on behalf of the insured.

All information to be given to the appointed representative

The appointed representative must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the insured's possession. The insured must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.

Access to the appointed representative

We are entitled to obtain from the insured's appointed representative any information, document or advice relating to a claim under this insurance, whether or not privileged. On request the insured will give any instructions necessary to ensure such access.

Instruction of counsel or appointment of expert witnesses

If the appointed representative wishes to instruct counsel or appoint expert witnesses we will not unreasonably withhold our consent. The names of counsel or the expert witnesses must be submitted to us together with an explanation of the necessity for such action.

Appeal Procedure

Our consent must be obtained if the insured wishes to appeal against the judgment of a court. A written application must be submitted to us at least ten working days before the final date for lodging the appeal. The application must state the reasons for bringing the appeal. We will inform the insured of our decision. The insured must co-operate in an appeal against the judgment of a court at our request.

Where a claim is unlikely to exceed the small claims track limit

Where the value of the amount in dispute is unlikely to exceed the small claims track limit, we may carry out our own investigation and may attempt to negotiate a settlement. The insured will not unreasonably withhold agreement to any such settlement.

Our right to pay the insured instead of paying legal benefits

We may elect to pay the insured a reasonable sum not exceeding the realistic estimated value of any claim instead of paying legal benefits. Such decision will be entirely at our discretion and will be in full and final settlement of the insured's claim.

Offer of settlement

The insured must inform us in writing as soon as an offer to settle legal proceedings is received or payment into court is made. The insured will not unreasonably withhold consent to the appointed representative making an offer to settle the legal proceedings.

The insured must not enter or offer to enter into any agreement to settle without our prior written consent. Any such agreement must take into account the insurer's interest in the recovery of costs.

If the insured unreasonably withholds agreement to a settlement we reserve the right to withdraw indemnity for legal benefits.

Withdrawal by the insured

Where the insurer has provided an indemnity for legal benefits and the insured withdraws from legal proceedings without our agreement, the insurer shall be entitled to reimbursement of all legal benefits paid.

We can take over and conduct, in the name of the insured person, any claim or legal proceedings at any time.

We can negotiate settlement of any claim or legal proceedings on behalf of the insured person.

Payment of legal benefits

The insured must not, without our written consent, enter into any agreement with the appointed representative as to payment of legal benefits. All bills relating to any legal proceedings which the insured receives from the appointed representative should be forwarded to us without delay. Bills must be certified by the insured to the effect that the charges have been properly incurred and that we are authorised to settle on the insured's behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied. If requested, the insured must ask the appointed representative to submit the bill of costs for assessment or certification by the appropriate Law Society or court in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994. The provision of any legal benefits does not imply that all legal benefits will be paid. If the insured is in doubt we should be consulted.

Recovery of costs and expenses

The insured, through the appointed representative, shall be responsible for the repayment to the insurer of any:

1. award of costs made in favour of the insured; or
2. costs agreed to be paid to the insured as part of a settlement.

When the total amount of legal benefits incurred is within the limit of indemnity, the insured and the insurer will share any legal benefits that are recovered according to the proportion paid.

When the total cost of the legal action exceeds the limit of indemnity, the insured and the insurer shall have priority over any other parties with an interest in any costs recovery. The insured and insurer shall share such recovery according to the proportion paid, subject to the insurer's right of recovery being restricted to the limit of indemnity.

Complaints Procedure

As a customer of LegalCompare Limited, you have the right to expect the best possible service and support. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

In our experience many problems can be resolved by speaking to the staff directly responsible for the handling of your policy or claim. They will do their best to address the problem and in our experience most issues can be resolved satisfactorily at this stage.

When you contact us we promise to;

1. fully investigate your complaint
2. keep you informed of progress
3. do everything possible to resolve your complaint
4. learn from our mistakes
5. use the information from your complaint to proactively improve our service in the future.

If your complaint is not resolved or if you are unhappy with our response, then you can progress your complaint with our Customer Satisfaction Team. They will carry out a separate investigation and full review that will be concluded by us issuing a final response letter. We will issue our

final response within eight weeks of your original complaint. If it is not possible to issue our response within this timescale we will write to you explaining why.

Complaints Manager
LegalCompare Limited
PO Box 10029
Nottingham
NG2 9LQ

Telephone: 08456 800 600

What to do if you are still not satisfied.

If you are still not satisfied with our response then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within 6 months from the date of our final response letter to your complaint. We will remind you of the time limits in our final response.

Financial Ombudsman Service
(Insurance Division)
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0845 080 1800
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your rights

We must accept the Ombudsman's final decision, but you are not bound by it and may take further action if you wish. Your rights as a customer to take legal action remain unaffected by the existence or use of our complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Data Protection Notice

Introduction

Please make sure that you read and understand this Data Protection notice as it explains to you what we will do with the information that you give us. If you apply for our products and/or services it is highly likely that we will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. You should show this notice to any other person covered under your insurance policy. If your application includes other individuals we will assume that they have given their consent to you for you to give their information to us.

The Data Controller

The Data Controller is LegalCompare Limited.

Protection of your personal data

The security of your personal information is very important to us and we are compliant with all current data protection legislation. All personal information that you supply to us either in respect of yourself or other individuals in connection with our products and/or services will be treated in confidence by us and will be held by us for the purpose of providing and administering our products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if you complete an application form for our products and/or services you will be giving your consent to such information being processed by us (which may include other companies within the group) or our agents. Your personal & sensitive data may also be shared with the underwriter of our insurance products.

It may be necessary to pass your personal and sensitive data to other companies for processing on our behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect your personal data, but in all cases we will ensure that it is kept securely and only used for the purposes for which it was provided.

Inaccurate Data

If you believe that we are holding inaccurate information about you, please contact the team responsible for administering your policy and they will be happy to correct any errors.

Telephone calls

Please note that for our mutual protection telephone calls to LegalCompare Limited may be monitored and/or recorded.

Fraud prevention, detection & claims history

In order to prevent and detect fraud we may at any time:

1. Share information about you with other organisations and public bodies including the Police;
2. Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to;
3. Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
4. Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
5. Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
6. Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

Customer Satisfaction Surveys

We aim to continuously improve the services we offer to our customers. Occasionally we carry out customer satisfaction surveys which may be for our own benefit or for more general interest, and we may need to collect further information about you in connection with them. Surveys will usually be carried out by LegalCompare Limited but in some circumstances we will use an external firm. Your participation in such a survey is entirely optional but your help and feedback would be appreciated.

Marketing

We would like to keep you informed (by telephone, post or email) of selected products and services available from us and our carefully chosen suppliers. If you would prefer not to receive this information, please let us know when you call or write.

Financial Services Compensation Scheme (FSCS)

Elite Insurance Company Limited is covered under the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet valid claims due to business failure. 90% of any claim will be met with no upper limit. Further information about the FSCS scheme can be obtained from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN or www.fscs.org.uk.

Administrator

LegalCompare Limited is an Appointed Representative of Elite Business Development Limited t/as Elite Litigation Services which is registered in England and Wales No. 05368270. Registered office address at Newton Chambers, Isaac Newton Way, Grantham, Lincolnshire NG31 9RT.

Elite Business Development Limited t/as Elite Litigation Services is authorised and regulated by the Financial Services Authority. FSA Register No. is 440699.

You can check this information on the FSA's Register by visiting the FSA's web site www.fsa.gov.uk/register or by contacting the FSA on 0845 6061234.

Elite Insurance Company Limited, Newton Chambers, Newton Business Park, Isaac Newton Way, Grantham, Lincolnshire NG319RT
Telephone 0845 601 1221, Facsimile 0476 563600, Email enquiries@elite-insurance.co.uk
Registered Office Address: 913 Europort, Gibraltar.
Elite Insurance Company Limited is registered in Gibraltar No. 91111
Licensed by the Commissioner of Insurance under The Insurance Companies Act 1987 to Carry On Insurance Business