



LANDLORDS LEGAL PROTECTION

Policy Booklet

www.lettingshub.co.uk | legalprotection@lettingshub.co.uk



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YOUR LANDLORDS LEGAL PROTECTION

Thank you for choosing The Lettings Hub as your broker of Landlords Legal Protection insurance.

This Policy Booklet gives you full details of your insurance cover and the terms and conditions of your policy.

Please read this document carefully together with your Policy Schedule for details of your insurance protection and to check that it meets your requirements.

Your premium has been based on the information shown in your Policy Schedule and recorded in your Statement of Fact. Please contact The Lettings Hub Customer Services team immediately if any details are incorrect or the insurance protection provided does not meet your requirements.

If you have any questions about your policy or need to update any of your details please call Customer Services.

IMPORTANT

It's really important that all your details are correct and up to date as incorrect information could invalidate your policy and result in a claim being declined. You must tell The Lettings Hub about any facts or changes which affect your insurance and which have occurred either since this policy started or since the last renewal date. If you need to change anything, please contact The Lettings Hub immediately so we can update your policy.

Important numbers

01733 396 013

Claims

0344 840 6345

Personal legal & tax advice helpline

0344 840 6344

Counselling helpline

0344 967 1400

Customer services & renewals

Opening Hours

	Claims	Helplines	Customer services*
Monday	24 hours	24 hours	9:00am – 8:00pm
Tuesday	24 hours	24 hours	9:00am – 8:00pm
Wednesday	24 hours	24 hours	9:00am – 8:00pm
Thursday	24 hours	24 hours	9:00am – 8:00pm
Friday	24 hours	24 hours	9:00am – 5:00pm
Saturday	24 hours	24 hours	9:00am – 12:30pm
Sunday	24 hours	24 hours	Closed

*Please note customer services lines are closed on public holidays

Outside of normal office hours during the week, at weekends and on bank/public holidays, the claims helpline will allow you to leave a message and arrange a call back in hours on the next available working day.

CONTRACT OF INSURANCE

Introduction

This insurance will provide assistance to pursue or defend **Your** legal rights in a range of issues arising from the letting of **Your Insured Property** including:

- Getting possession of **Your Insured Property**
- Alternative accommodation and storage costs
- Recovering rent owed to **You**
- Damage caused to **Your Insured Property**
- Nuisance or trespass
- Defence of criminal prosecutions
- Access to 24-hour helpline services

This is **Your** Landlords Legal Protection insurance policy document and it provides evidence of the contract between **You** and the **Insurer**.

This document forms part of **Your** policy, along with any attaching schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **You** full details of **Your** cover, which **Insured Incidents** are in force and the obligations between **You** and **Us** and the **Insurer**.

Please carefully read all documents and contact The Lettings Hub if **You** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **You** inform The Lettings Hub of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **You** need to refer to its terms and conditions, use the **Helpline Services** or make a claim.

Our obligation to you

In return for **You** paying or agreeing to pay the premium:

- a. **We** will provide the cover and benefits shown in **Your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b. the **Insurer** will pay **Adviser's Costs and Expenses** and, where applicable, alternative accommodation and storage costs and witness expenses, up to the **Limit of Indemnity** for any one **Insured Incident**.

Provided that:

- i. the **Insured Incident** happens in the **Territorial Limit**;
- ii. the **Insured Incident** is reported to **Us** as soon as possible and within the **Period of Insurance** (if this insurance is not renewed, any claim must be reported within 14 days of the expiry of the **Period of Insurance**);
- iii. any claim relating to unpaid rent is reported to **Us** within 60 days of the rent becoming due and payable;
- iv. the **Insured Incident** always has **Reasonable Prospects of Success** which must be present throughout the duration of **Your** claim; and
- v. any proceedings or other methods **We** agree to resolve **Your** claim are dealt with by a court or other body within the **Territorial Limit**.

This Landlords Legal Protection insurance is underwritten by Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla. Devon Bay Insurance Company Limited is authorised and regulated by the Anguilla Financial Services Commission.

Helpline services

You have access to the **Helpline Services** listed below 24 hours a day, 365 days a year. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged (this does not apply to the Counselling Helpline).

If **You** need to use the **Helpline Services**, please have ready **Your** policy number or quote "The Lettings Hub" as the name of the organisation who sold **You** this insurance.

To help **Us** monitor and improve service standards, all calls are recorded, other than those to the Counselling Helpline.

Personal Legal & Tax Advice Helpline

Provides **You** with confidential telephone legal advice on personal legal matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland.

To use the personal legal and tax advice helpline, please call 0344 840 6345.

Counselling Helpline

Provides **You** with a confidential telephone counselling service on matters causing **You** distress. This includes onward referral to relevant voluntary or professional services who may be able to provide further support.

Access to the telephone counselling helpline is covered by this insurance. However, any costs

incurred in using these onward referral services are not covered.

To use the counselling helpline, please call 0344 840 6344.

Using the **Helpline Services**, where obtaining legal or tax advice, does not constitute notification of a claim. Please refer to the "What to do if you need to make a claim" section described on this page.

We cannot be held responsible if any of the **Helpline Services** become unavailable for reasons outside of **Our** control.

What to do if you need to make a claim

If **You** are involved in a legal dispute relating to **Your Insured Property** which cannot be resolved by using **Our Helpline Services** and needs to be reported as a claim under this insurance, please complete The Lettings Hub's online claim form:

<https://lettingshub.co.uk/landlords/rent-legal-protection-claim-form/>

Please have ready **Your** policy number or quote "The Lettings Hub" as the name of the organisation who sold **You** this insurance.

Please note the following important information:

- a. **You** must report **Your** claim to **Us** on by submitting **Our** online claim form as soon as **You** become aware of any circumstances which could give rise to a claim under this insurance. Any claim relating to unpaid rent must be reported to **Us** within 60 days of the rent becoming due and payable.
- b. Be ready to provide as much information concerning the claim as possible. This may include copies of tenancy agreements or agreements entered into with other parties, names and addresses of all parties involved, the deeds to **Your Insured Property** and contact details of any witnesses. **We** may also ask **You** to provide other information relevant to the claim as part of its assessment.
- c. This is a claims made insurance which means that claims must be notified to **Us** during **Your Period of Insurance**. If **Your** policy expires and **Your** claim is reported more than 14 days after the expiry date, **We** will not be able to assist with the claim.
- d. **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to Exclusion 1 of "General Exclusions" on page 8).
- e. Under no circumstances should **You** instruct **Your** own lawyer, accountant or legal representative or

incur any costs before **We** have accepted the claim as the **Insurer** will not pay any costs incurred without **Our** agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **Our** chosen **Appointed Adviser** cannot act for **You** as to do so would breach their professional code of conduct), **We** will appoint **Our** own **Appointed Adviser** to act on **Your** behalf if **We** accept **Your** claim.

- f. Once all relevant information has been received, **Your** claim will be assessed and The Lettings Hub will let **You** know if **We** can help. Please note that **Reasonable Prospects of Success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **Reasonable Prospects of Success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- g. If **We** are unable to cover **Your** claim, then **We** will explain the reasons why and discuss any other available methods (which may be at **Your** expense) to help achieve a successful outcome.

Meaning of words and terms

Adviser's Costs and Expenses	<p>a. Reasonable and necessary costs, fees and disbursements chargeable by the Appointed Adviser which have been agreed by Us in accordance with Our Standard Adviser's Terms of Appointment.</p> <p>b. Costs and disbursements incurred by the other party in civil cases if You are ordered to pay them or pay them with Our agreement.</p>
Appointed Adviser	The law firm, accountant or other suitably qualified person appointed by Us to act on Your behalf, under the terms and conditions of this insurance and in accordance with Our Standard Adviser's Terms of Appointment .
Insured Incident	An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where We have agreed to provide cover under the terms and conditions of this insurance.
Insured Property	The property specified in the schedule which is: <ul style="list-style-type: none"> a. occupied for residential purposes; b. located in the Territorial Limit; and c. let under a Tenancy Agreement.
Insurer	Devon Bay Insurance Company Limited
Limit of Indemnity	The most the Insurer will pay for any one Insured Incident (including any subsequent appeal agreed by Us) is: <ul style="list-style-type: none"> a. £175 per day for a maximum 30 days for Insured Incident 3a. Alternative Accommodation; b. £15 per day for a maximum 30 days for Insured Incident 3b. Storage Costs; c. £100,000 for all other Insured Incidents.
Period of Insurance	The period of time covered by this policy as shown in Your schedule and any further period(s) this insurance is renewed for.
Reasonable Prospects of Success	<p>For each Insured Incident there must always be more than a 50% chance that You will:</p> <ul style="list-style-type: none"> a. recover any losses or damages; b. successfully defend a claim or prosecution; c. succeed in reducing a sentence, penalty or a fine if You plead guilty in a criminal prosecution; d. succeed in enforcing a judgment or obtaining a legal remedy which We have agreed to; or e. make a successful appeal or defence of an appeal. <p>In all cases We or a suitably qualified expert acting on Our behalf will assess whether Reasonable Prospects of Success exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.</p>

Standard Adviser's Terms of Appointment	A separate agreement We require an Appointed Adviser to enter into with Us . This agreement sets out the Appointed Adviser's responsibilities and the amounts the Insurer will pay the Appointed Adviser in respect of an Insured Incident .
Tenancy Agreement	<p>A Tenancy Agreement between the You and the Tenant in relation to the Insured Property which is let under:</p> <ol style="list-style-type: none"> an Assured Shorthold or Assured Tenancy Agreement as defined within the Housing Act 1988 (as updated and amended by the Housing Act 1996) within the Territorial Limits, or a Private Residential Tenancy as defined within the Private Housing (Tenancies) (Scotland) Act 2016 (as amended); or the Private Tenancies (Northern Ireland) Order 2006; or a standard occupation contract under the Renting Homes (Wales) Act 2016; or a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the Territorial Limits and the Property is let purely for residential purposes of the Tenant's employees and their family. <p>For the avoidance of any doubt, this does not cover an agreement between the Tenant and another party to sub-let the Insured Property without Your prior written agreement.</p>
Tenant	The person(s) or business named in the Tenancy Agreement who occupies or has occupied Your Insured Property .
Territorial Limit	The United Kingdom of Great Britain and Northern Ireland.
Vacant Possession	The date on which Your Insured Property is surrendered by the Tenant either by returning the keys, abandoning Your Insured Property or when the Tenant is evicted from Your Insured Property through a court process.
We, Us, Our	Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla
You, Your	The person named in the schedule who has purchased this insurance, or any person acting on their behalf to manage the letting of Your Insured Property .

INSURED INCIDENTS

	What is covered	What is not covered
1	<p>Repossession</p> <p>Adviser's costs and expenses to pursue Your legal rights to gain Vacant Possession of Your Insured Property from the Tenant.</p> <p>Please note that:</p> <ul style="list-style-type: none"> vi. You must have given the Tenant the correct notices required to obtain Vacant Possession of Your Insured Property and You must have complied with statutory legislation relating to the letting of Your Insured Property; vii. where Your Insured Property is subject to any mandatory, selective or additional licence scheme, a current and valid licence must have been issued by the relevant authority and You must have complied with the terms and conditions of that licence. 	
2	<p>Rent Recovery</p> <p>Adviser's Costs and Expenses to pursue Your Tenant to recover rent they owe to You under the terms of the Tenancy Agreement.</p> <p>Please note that the rent must have been overdue for at least one calendar month.</p>	
3	<p>Alternative Accommodation and Storage Costs</p> <p>Where the Tenancy Agreement has ended and You are seeking Vacant Possession of Your Insured Property under a claim covered by this insurance, the Insurer will pay up to:</p> <ul style="list-style-type: none"> a. £175 (including VAT) per day for a maximum period of 30 days towards the costs of alternative accommodation; and/or b. £15 (including VAT) per day for a maximum period of 30 days towards the cost of storing Your personal possessions. <p>Please note that the Insurer will only be liable for these payments if You intend to live in Your Insured Property once Vacant Possession is obtained and You have no other suitable accommodation available during this period.</p>	

	What is covered	What is not covered
4	<p>Damage to Your Property</p> <p>Adviser's Costs and Expenses to pursue Your legal rights against the Tenant or any other party following an event where that Tenant or other party has caused direct physical damage to Your Insured Property, including its contents.</p> <p>Please note that:</p> <ol style="list-style-type: none"> the amount in dispute must be more than £500; where the claim is against a Tenant, before the Tenancy Agreement starts, You must have taken a detailed inventory of Your Insured Property's condition and contents which has been agreed and signed by the Tenant. 	<p>Any claim arising from a contract You have entered into (other than the Tenancy Agreement where the claim is against the Tenant).</p>
5	<p>Nuisance and Trespass</p> <ol style="list-style-type: none"> Nuisance <p>Adviser's Costs and Expenses to pursue Your legal rights in a dispute with a third party (who is not Your Tenant) relating to a legal nuisance which interferes with the use, enjoyment or right over Your Insured Property.</p> <p>Please note that where the claim relates to a dispute over the boundary of Your Insured Property, You must be able to supply Us with proof of where that boundary lies.</p> Trespass <p>Adviser's Costs and Expenses to pursue Your legal rights to evict anyone who is not Your current or former Tenant from Your Insured Property.</p> <p>Please note that in England, Wales and Scotland, squatting in a residential property is a criminal offence and in such circumstances You should first contact the Police for assistance.</p> 	<p>Any claim relating to:</p> <ol style="list-style-type: none"> compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on Your Insured Property by any government, public or local authority; any work carried out by, or under the order of, government or public or local authorities or their contractors.
6	<p>Defence of Criminal Prosecutions</p> <p>Adviser's Costs and Expenses to defend Your legal rights following an event which arises from the letting of Your Insured Property which leads to:</p> <ol style="list-style-type: none"> Pre-charge <p>You being interviewed by the Police or other authority with the powers to prosecute where You are suspected of committing a criminal offence;</p> Criminal prosecutions <p>You being prosecuted in a criminal court.</p> 	<p>Any investigation conducted by or on behalf of HMRC (this exclusion applies to Insured Incident 6 a) Pre-charge only).</p>

GENERAL EXCLUSIONS

These conditions apply to the whole policy. There is no cover for:

1. Claims arising before this insurance started

Any event or dispute which **You** were aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

2. Tenancy agreements commencing before this insurance started

Any disagreement with the **Tenant** which arises within the first 30 days of the first **Period of Insurance** where the **Tenancy Agreement** commenced before the first **Period of Insurance** (this exclusion does not apply if **You** had continuous equivalent insurance with another provider which expired immediately before this insurance started).

3. Costs incurred and legal action we have not authorised

- a. Any **Adviser's Costs and Expenses** or other costs incurred:
 - i. before **We** have accepted a claim; and/or
 - ii. which **We** have not authorised in advance.
- b. Any action taken by **You** which **We** or the **Appointed Adviser** have not agreed to.

4. Fines and court awards

- a. Fines, compensation, damages or penalties awarded against **You**.
- b. Any costs **You** are ordered to pay by a court of criminal jurisdiction.

5. Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by **You**.

6. Judicial Review and challenges to legislation

- a. Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries.
- b. Any challenges to current or proposed legislation.

7. Freehold, leasehold and rent reviews or assessments

Any claim relating to:

- a. purchasing a freehold or extending a leasehold;

- b. registering, reviewing or assessing rents or matters relating to Land Tribunals, Leasehold Valuation Tribunals, Rent Tribunals or Rent Assessment Committees.

8. Disputes with us, the Insurer or the Appointed Adviser

Any claim made against **Us**, the **Insurer** or the **Appointed Adviser** (please also refer to General conditions applying to the whole policy 9).

9. War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a. war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b. ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

GENERAL CONDITIONS

These conditions apply to the whole policy. **You** must keep to these conditions as failure to do so may lead to **Us** refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to condition 11).

1. Your obligations

You must:

- a. keep to the terms and conditions of this policy;
- b. take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and
- c. supply **Us** with honest and accurate information when asked to do so.

2. Appointment of an Appointed Adviser

- a. If **We** accept **Your** claim, **We** will appoint an **Appointed Adviser** who may be able to negotiate settlement before or without the need for court action.
- b. If **Your** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **Our** chosen **Appointed Adviser** cannot act for **You** as to do so would breach their professional code of conduct), **You** are free to nominate a law firm or suitably qualified representative to act as the **Appointed Adviser**.
- c. Any law firm or suitably qualified representative nominated by **You** must agree to represent **You** in accordance with **Our Standard Adviser's Terms of Appointment** (which are available on request) and the most the **Insurer** will pay is no more than the amount the **Insurer** would have paid to **Our** own choice of **Appointed Adviser**.

3. Conduct of the claim

a. **You** must:

- i. co-operate fully with **Us** and the **Appointed Adviser** and provide any relevant information, documentation and evidence in connection with a claim when asked to do so; and
- ii. keep **Us** and the **Appointed Adviser** fully informed of any developments and instruct the **Appointed Adviser** to provide **Us** with any information **We** ask for.

b. **You** must not:

- i. act in any way which obstructs **Us** or the **Appointed Adviser** or hinders the progress of a claim; and

- ii. incur any **Adviser's Costs and Expenses** or any other costs or amounts without **Our** consent.

c. **We** can:

- i. contact the **Appointed Adviser** at any time and have access to all documents and information regarding **Your** claim;
- ii. withdraw funding for a claim and pursue **You** to recover **Adviser's Costs and Expenses** or other costs or amounts already paid, if **You** pursue or withdraw from that claim without **Our** consent or fail to pass on any instructions to the **Appointed Adviser**;
- iii. withdraw funding for a claim if **You** dismiss the **Appointed Adviser** without **Our** consent and there is no valid cause to do so, or if the **Appointed Adviser** refuses to continue acting for **You** with **Our** consent and there is valid cause to do so; and
- iv. withdraw funding for a claim if at any time **We** believe **Reasonable Prospects of Success** are no longer present. The **Insurer** will still pay any **Adviser's Costs and Expenses** or other costs or amounts **We** have agreed to, prior to **Reasonable Prospects of Success** no longer being present.

4. Claims settlement

- a. **You** must tell **Us** immediately an offer to settle a claim is received and must not enter negotiations to settle a claim without **Our** prior consent.
- b. If **You** refuse a fair and reasonable offer to settle a claim, **We** will be entitled to withdraw funding for that claim and the **Insurer** will pay no further **Adviser's Costs and Expenses** or other costs or amounts.
- c. **We** may decide to settle a claim by instructing the **Insurer** to pay the reasonable value of that claim instead of pursuing, defending or continuing with any action in court. In such cases **We** may decide to pursue the other party for the amount the **Insurer** has paid to **You** and **You** must allow **Us** to take over and continue the claim in **Your** name and provide **Us** with any information in support of this action.

5. Costs recovery and assessment of costs

You must:

- a. take all reasonable steps to recover **Adviser's Costs and Expenses** or other costs or amounts and pay such sums recovered to **Us**;

- b. tell the **Appointed Adviser** to have **Adviser's Costs and Expenses** taxed, assessed and audited and/or have their claims file audited by **Us**, if **We** ask for this. If it is established that **Adviser's Costs and Expenses** or any other costs have been billed which have not been agreed by **Us**, the **Insurer** reserves the right to refuse to pay these unauthorised costs.

6. Appealing the outcome of a claim

Appeals regarding the outcome of an **Insured Incident**, either made by or against **You**, must be notified to **Us** as soon as possible and within 10 days of the deadline for any appeal. Reasonable prospects of success must still be present in order for an appeal to be considered.

7. Other insurance and apportionment of costs

If any **Adviser's Costs and Expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **Insurer** will only pay their share of these costs.

8. Obtaining a legal opinion

We may require **You**, at **Your** own expense, to obtain an independent opinion from a barrister or other expert agreed between **You** and **Us** over a claim's merits, financial value or **Reasonable Prospects of Success**. If the opinion supports **You** and there are clear merits in proceeding with that claim, the costs incurred by **You** in seeking that opinion will be reimbursed.

9. Disputes with us

If there is a dispute between **You** and **Us** over this policy, which cannot be resolved through **Our** internal complaints handling process, **You** are entitled to seek a resolution through the Financial Ombudsman Service as long as **You** are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by **You** and **Us**. If **We** are not able to agree on the appointment of an arbitrator with **You**, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require **You** or the **Insurer** to pay the costs.

10. Your cancellation rights

- a. Cooling-off period

You can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **Your** policy documents, whichever is later.

If **You** wish to exercise this right, **You** must notify The Lettings Hub. **You** will be entitled to a full refund of premium paid as long as **You** have not made a claim under this insurance during the current **Period of Insurance**.

- b. Outside the cooling-off period

You can cancel this insurance at any other time, subject to providing The Lettings Hub with 7 days' notice however you will not be entitled to a refund of premium.

In the event of cancellation, The Lettings Hub will apply an administration charge as set out in their Customer Terms of Business.

11. Our cancellation rights

- a. General

We can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **You** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- i. **You** have failed to co-operate with **Us** or the **Appointed Adviser** and this failure has significantly hindered **Our** ability to deal with a claim or administer this insurance; and/or
- ii. a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **You**.

- b. Fraudulent or dishonest claims

If **We** have evidence that **You** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **Us** or the **Appointed Adviser** when presenting relevant information in support of a claim, **We** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **You** any **Adviser's Costs and Expenses** or other costs or amounts already paid in respect of that claim, which the **Insurer** otherwise would not have paid. **We** will also not refund any premium paid by **You**.

If fraudulent activity or false or inaccurate information is identified, **We** may, at **Our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

12. Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the

Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

13. Choice of law and Acts of Parliament

- a. Unless otherwise agreed by **Us** in writing, this insurance is governed by the laws applying to England and Wales.
- b. Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

GENERAL INFORMATION

The Insurer

This insurance is underwritten by Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla. Devon Bay Insurance Company Limited is authorised and regulated by the Anguilla Financial Services Commission..

The Financial Services Compensation Scheme

It should be noted that Devon Bay Insurance Company Limited is not a member of and therefore is not covered by the Financial Services Compensation Scheme (FSCS).

Data protection notice

We act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this Policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What **we** process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, Appointed Representatives.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other Appointed Representatives.
- Underwriters, Reinsurers, Regulators and Authorised/ Statutory Bodies. Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

What to do if you have a complaint

We are committed to providing **You** with excellent customer service, but **We** accept that occasionally things go wrong.

We take all complaints seriously and have a commitment across **Our** business to treat all customers fairly. Where **We** have made a mistake, **We** want to put things right quickly.

If **You** are not happy with the standard of service provided by **Us**, please let **Us** know:

Email: enquiries@devonbayinsurance.ai

Post: Customer Service Department, Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **Our** letter will also outline the result of **Our** investigation.

If **Our** investigation is not resolved within five business days, **We** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for **You**, **We** will refer details of the complaint to that other party and confirm this course of action to **You** in writing.

After We have investigated the complaint:

We will write to **You** immediately notifying **You** of the outcome of **Our** investigation.

Important: This complaints notification procedure does not affect **Your** right to take legal action.



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