



# Lawshield Motor Elite Extra Letting us know about claims: 0333 043 3788

This insurance is arranged by Lawshield UK Ltd & underwritten by 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.

Lawshield UK Ltd is authorised and regulated by the Financial Conduct Authority.

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/> or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

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.

In return for the payment of **your** premium **we** will provide the insurance detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** during the **period of insurance**

## Definitions

The words or phrases in this section have the meanings shown below.

**Administrator** - Lawshield UK Limited who arrange the services provided under this policy.

**Authorised driver** – Any person insured by the **motor policy** who is authorised by **you** to drive the **insured vehicle**.

**Claims adjuster** - any claims negotiator, adjuster or other appropriately qualified person, firm or company appointed by **us** to act for **you**.

**Date of occurrence** – The date of one or more events arising at the same time or from the same cause which give rise to a claim under this insurance.

**Hire vehicle** – A S1 or PV2 class of vehicle as detailed on the **insurance schedule**.

**Hire vehicle company** – A company nominated by **us** to provide you with a **hire vehicle**.

**Geographical limits** – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

**Insurance schedule** – The document that identifies the policyholder and sets out details of the cover **your** policy provides, proves that **you** have paid the **premium** and are entitled to the benefits under this policy.

**Insured incident** - A non-fault road traffic accident (excluding claims for theft or fire) occurring within the **period of insurance** and **geographical limits** which results in:

- a) Loss or damage to the **insured vehicle** including any trailer attached thereto.
- b) Loss or damage to any personal property owned by **you** whilst the property is in/on or attached to the **insured vehicle**.
- c) The death of or injury to **you** whilst in or getting into or out of the **insured vehicle**.
- d) Any other uninsured losses.

**Insured vehicle** - the motor car, motor caravan, touring caravan, motorcycle, commercial vehicle and any other vehicle attached and being towed by the **insured vehicle**.

**Legal costs and expenses** - fees, costs and disbursements reasonably incurred by **us**, any **claims adjuster**, **solicitor**, or other appropriately qualified person appointed to act for **you** with **our** consent, chargeable on the **standard basis**, or in accordance with the Fixed Recoverable Costs scheme if appropriate. Also covered are the costs of any civil proceedings incurred by an opponent for which **you** may be liable by order of a court or by agreement with **our** prior consent.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases, where **solicitors** costs are payable by **us**, these will be on the **standard basis** as defined by the Civil Procedure Rules and would be limited to £125.00 including VAT per hour solicitors time, and £12.50 including VAT for each letter sent out.

**Limit of indemnity** – Section 1: £100,000 is the maximum sum payable by the **insurers** for all **insured incidents** which are related in time or by cause after aggregation of the **legal costs and expenses** of both **you** and any opponents insofar as **you** are liable to pay them. Section 2: £10,000 is the maximum sum payable by the **insurers** in respect of Motor Prosecution Defence.

**Motor policy** – The motor insurance policy with which this insurance is issued.



**Period of insurance** - This is the length of time covered by this insurance and any extra period which **we** accept **your premium** for.

**Premium** - The amount agreed by and payable to the **insurers**.

**Prospects of success** - Reasonable prospects are considered to be 51% or better chance of success. If at any stage **we** decide that the **prospects of success** are not sufficient and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform **you** in writing of **our** decision and the reason behind that decision. Having informed **you** of this, and subject to the policy conditions, **we** will not be bound to pay any **legal costs and expenses** and may discontinue cover.

**Small claims limit** - The limit set by the Ministry of Justice in the Civil Procedure Rules Part 26.6 below which legal proceedings for a claim for damages due to Personal injury are allocated to the **small claims track**.

**Small claims track** - The process and procedures set out in the Civil Procedure Rules Part 27 for dealing with legal claims where the value of the claim is below the **small claims limit** the claim is allocated to the **small claims track** by the court.

**Solicitor** - the **solicitor**, firm of **solicitors** or other appropriately qualified person, firm or company appointed to act for **you**.

**Standard basis** - The assessment of costs which are proportionate to **your** claim.

**Undriveable** – The vehicle is not roadworthy (excluding glass damage) or is off the road being repaired as a result of a road traffic accident, fire or theft.

**We, us, our, Insurer(s)** – UK General Insurance Ltd on behalf of Great Lakes Insurance SE

**You, your** - Any person domiciled in the United Kingdom who at the time of the **insured incident** has a current policy certificate issued by **us** or issuing intermediary and who has paid the appropriate **premium**, being the **authorised driver** of the main or towing vehicle.

## What is covered?

### Section 1: Personal Injury & Uninsured Loss Recovery

**We** will pay the **legal costs and expenses** for legal proceedings started on **your** behalf and in connection with the following.

- a) The costs of pursuing civil claims arising from an **insured incident** relating to the use of the **insured vehicle** which results directly in the death of or personal injury to the insured person and/or the occurrence of all and any other uninsured losses.
- b) The first £65.00 of hire charges incurred by **you** inclusive of VAT, following the **insured vehicle** being rendered immobile as a result of an **insured incident**.
- c) Recovery charges up to £100.00 including VAT, following the **insured vehicle** being rendered immobile as the result of an **insured incident** and thus requiring recovery to a place of safety.
- d) Accommodation charges up to a maximum of £65.00 including VAT following an **insured incident** which renders the **insured vehicle** immobile and leaves **you** stranded more than 50 miles away from **your** normal place of residence or intended destination.

**We** will only provide cover if the **legal costs and expenses** and incident took place during the **period of insurance** and the incident leading to **your** claim is covered by a court in the **geographical limits**.

If **you** are awarded costs, **you** must use these to repay the amount **we** have paid out on **your** behalf in connection with the proceedings. However, **we** will pay all **legal costs and expenses** when **you** receive no costs or compensation. If the **legal costs and expenses** are greater than the amount **you** are awarded for those costs and expenses, **we** will pay the extra amount (up to the limit under this section).

### Section 2: Motor Prosecution Defence

**We** will pay up to £10,000 in defending **your** legal rights including an appeal against conviction or sentence after an event which gives rise to a criminal prosecution against **you** for a motoring offence which arises in the **geographical limits** as a result of **you** owning or using the **insured vehicle** where:

- a) The **date of occurrence** (which for this purpose will be the date when the motoring offence occurred or is alleged to have occurred) is within the **period of insurance**.
- b) **You** are facing suspension or disqualification of **your** driving licence, and
- c) There are **prospects of success** to secure a not guilty verdict.

### Section 3: Hire Vehicle Insurance

**We** will, subject to the terms below, appoint a **hire vehicle company** to provide **you** or any **authorised driver** with a **hire vehicle** for a period up to but not exceeding 14 days and for a maximum of two occasions in any one **period of insurance**, to replace any **insured vehicle** involved in a motor accident with an identifiable third party or is stolen which results in the **insured vehicle** being **undriveable** provided that:



- a) there is no courtesy vehicle available
- b) there is no credit hire option available
- c) there is no other means of transport available
- d) if the **insured vehicle** is stolen, **you** or the **authorised driver** have reported the theft to the police and have a crime reference number.

**You** or the **authorised driver** may, at their discretion, pay additional charges to upgrade the class of vehicle or extend the hire period beyond 14 days. The **hire vehicle** will be covered by an insurance policy and **you** must be able to satisfy all the requirements of the **hire vehicle company**, (including having an acceptable driving licence and being over the age of 21 and under the age of 74), and sign and adhere to their terms and conditions.

**We** will pay for the rental charge for the **hire vehicle** and for delivery to and collection from **your** location within the **geographical limits**. **You** will be responsible for all other costs, and for handing back the **hire vehicle** when **your** entitlement ends. If **you** do not hand back the **hire vehicle** at this time **you** will be liable for and will repay **us** all costs **we** incur.

The **hire vehicle** will be collected before 14 days and **your** entitlement to cover will end when the earliest of the following events occurs:

- a) The **insured vehicle** is recovered and repaired
- b) Four working days after **you** receive a cheque from the insurers of **your motor policy** or any third party in settlement of a claim for loss of or relating to the **insured vehicle**
- c) **You** receive an offer of settlement from the insurers of **your motor policy** which **we** feel is reasonable but which **you** reject.

## What is not covered Sections 1 & 2

**We** will not pay **legal costs and expenses** for legal proceedings in the following circumstances:

- a) Claims where there are no **prospects of success**.
- b) Parking or obstruction offences.
- c) Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery Claims.
- d) If the estimated value of any damages for the personal injury **you** have suffered does not exceed the **small claims limit**.
- e) If **we** have not agreed to the **legal costs and expenses** in advance.
- f) Claims arising from any deliberate, criminal act or omission by **you**.
- g) Claims which relate to fines and penalties awarded against **you** by a criminal court.
- h) Claims arising from driving under the influence of alcohol or drugs.
- i) Incidents involving an **insured vehicle** owned or driven by **you**, where **you** were not in possession of a valid driving licence or the **insured vehicle** was not covered by a valid test certificate where appropriate or was not in a road-worthy condition. For claims under What is Covered Section 2: Motor Prosecution Defence **your** driving licence must have no more than 9 points on it at the **date of occurrence**.
- j) The use of motor vehicles by or on behalf of **you** for racing, rallies, competitions or trials of any kind.
- k) If **we** are not told about the claim within 180 days of the event which caused it.
- l) Claims where **you** hold cover under any other policy to the extent that **we** are, or would, but for this policy be, by the terms of such other policy, liable to cover **you** in respect of the **insured incident**.
- m) Claims arising from an **insured incident** that occurs outside the **geographical limits** except enforcement of a judgement obtained from a court within the **geographical limits** with **our** prior approval against a defendant who resides outside the jurisdiction of the court making the order.
- n) 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, local or public authority.
- o) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- p) 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 which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter
- q) Any consequence, howsoever caused, including but not limited to Computer Virus, or Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean 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.

For the purposes of this Policy, Computer Virus shall mean 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.

**We** will not pay for the following:

- a) Travelling expenses or compensation for being off work.
- b) **Legal costs and expenses** if **you** withdraw from legal proceedings without **our** agreement.
- c) **Legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- d) **Legal costs and expenses** where fixed recoverable costs have already been recovered by the **solicitor**.

### **What is not covered Section 3**

- a) Any costs which have not been authorised by **us** in advance.
- b) Claims where **you** or the **authorised driver** is comprehensively insured under a **motor policy** and does not use the approved repairer where a courtesy vehicle would have been available.
- c) Claims where **you** or the **authorised driver** fails to report the claim to **us** within 48 hours of the incident or becoming aware of the incident resulting in a claim unless there are mitigating/exceptional circumstances which prevented them reporting the claim within 48 hours.
- d) Any deliberately careless or negligent act or omission by **you**.
- e) Any claim when **you** have obtained a **hire vehicle** by fraudulent or deliberate misrepresentation or concealment. In this case the policy shall be immediately cancelled, the **premium** forfeited and the cost of any benefit **you** have received under this policy shall be repaid to **us**.
- f) Claims where the **insured vehicle** was unroadworthy at the time of the incident.
- g) The third or any subsequent claim within the **period of insurance**.
- h) Any costs which could be recovered under any other insurance.

### **Making a claim**

To make a claim, **you** can write to **us** at: The Claims Department, Lawshield UK Limited, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington, WA1 1RU.  
Phone: 0333 043 3788  
Fax: 0333 043 3798  
Email: [claims@lawshield-uk.com](mailto:claims@lawshield-uk.com)

**You** should not send **us** any documents until the **administrator** asks for them.

If **we** decide that a reasonable settlement is unlikely, or **your** interest would be better served by another course of action, **we** will let **you** know.

**We** will not pay for any **legal costs and expenses** until **we** have accepted the claim in writing.

### **Prospects of Success**

If at any stage **we** decide that the **prospects of success** are not sufficient and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform **you** in writing of **our** decision and the reason behind that decision. Having informed **you** of this, and subject to the policy conditions, **we** will not be bound to pay any **legal costs and expenses** and may discontinue cover.

### **Representation**



- a) **We** can take over, and carry out in **your** name action to take or defend any claims.
- b) **We** will have complete control over how legal proceedings are carried out. Before the issuing of legal proceedings, a **solicitor** from **our** panel will be appointed. **We** will appoint **solicitors** to act on **your** behalf to prosecute, defend or settle any claim accepted under the terms of this policy.

Should legal proceedings need to be issued, **you** do not have to accept the **solicitor we** have chosen. If **you** cannot agree a suitable **solicitor** with **us**, **you** can refer **your** choice of **solicitor** to arbitration in line with the conditions of this policy. **You** must let **us** know in writing about the full name and address of a **solicitor** who **you** want to act for **you**. If there is a dispute about the choice of **solicitor**, **we** will choose one whilst arbitration takes place. If **we** are insuring two or more people for one claim, **you** may choose **solicitors** and send their name and address to **us** before **we** agree to pay any **legal costs and expenses**.

- c) In choosing **your solicitor**, **you** must try and keep the cost of any legal proceedings as low as possible.
- d) Before **we** accept **your** choice of a **solicitor**, or if **you** fail to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on **your** behalf.
- e) Where the uninsured loss does not exceed the current level of the Small Claims Court and is not in respect of a claim for damages for personal injury **we** may investigate the circumstances of the claim and attempt to obtain settlement with **your** prior consent (such prior consent must not be unreasonably withheld). **We** shall not be liable to provide representation on **your** behalf at any court proceedings where the amount involved in respect of the uninsured loss does not exceed the current level of the Small Claims Court.

Notwithstanding the above, **we** reserve the right to provide representation in the Small Claims Court if **we** consider that it is appropriate in all the circumstances of the case for there to be such representation.

### Specific conditions

- a) When a claim or possible claim happens, **you** must tell **us** in writing as soon as possible.
- b) **You** must give **us** any information and evidence **we** need (**you** will have to pay any costs involved in this). **You** must not do anything to affect **your** case.
- c) **You** must tell **us** about any other legal expense insurance, which **you** have to cover the same loss.
- d) **We** will have complete control over the legal proceedings. **We** will not have to keep to any promise **you** have given without **our** approval.
- e) If **you** do not accept any **solicitor we** appoint, **we** will ask the Law Society to name another **solicitor** who **we** both agree to. During this time, **we** may appoint a **solicitor** to act on **your** behalf, to protect **your** interests.
- f) **We** shall have direct access to the **solicitor** at all times and **you** shall co-operate fully with **us** in all respects and shall keep **us** fully and continually informed of all material developments in the legal representation of proceedings. At **our** request **you** shall instruct the **solicitor** to produce to **us** any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of their claim as **we** may require.
- g) **Our** written consent must be obtained prior to:
  - i. The instruction of Counsel to appear before a Court (or tribunal) before which a **solicitor** has a right of audience;
  - ii. The instruction of Queen's Counsel;
  - iii. The incurring of unusual experts fees or unusual disbursements;
  - iv. The making of an Appeal.
- h) **Legal costs and expenses** payable are to be in no way affected by any agreement undertaking or promise made or given by **you** to the **solicitor**, witness expert or any **claims adjuster**.
- i) **You** must co-operate fully with **us**, the **claims adjuster** or the **solicitor**.
- j) **You** or the **solicitor** shall inform **us** immediately in writing of any offer pursuant to Part 36 of the Civil Procedure Rules made with a view to settling the claim and no agreement is to be made to settle on the basis of both sides paying their own costs without **our** prior approval.
- k) If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by **you**, but the amount thereof is equal to or in excess of the total damage eventually recovered, **we** shall have no liability in respect of any further **legal costs and expenses** or opponent's civil costs. This is unless upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules **we** agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and **we** shall have the right to require **you**, at **our** request, to instruct the **solicitor** to obtain Counsel's opinion on the merits of the claim or defence thereto or on an offer pursuant to Part 36 of the Civil Procedure Rules made by an opponent or proposed by **you** or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement.
- l) At **our** request **you** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.



- m) If for any reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, **our** liability will cease forthwith unless **we** agree to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in terms and conditions of this policy, but **we** shall have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
- n) If **you** unreasonably withdraw from a claim without **our** prior agreement, then the **legal costs and expenses** will become **your** responsibility and **we** will be entitled to be reimbursed by **you** for any costs paid or incurred during the course of the claim including any **legal costs and expenses** that **we** consider **you** are obliged to pay on **your** withdrawing from the claim.
- o) A valid **motor policy** for the **insured vehicle**, relating to **you** is in force at the time of any **insured incident**.
- p) This insurance does not cover an Appeal unless **we** are notified in writing by **you** no later than six working days before the time for making an Appeal expires and **we** consider that there are **prospects of success** of such an Appeal succeeding.
- q) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Your responsibility

**You** must take reasonable care to:

- a) supply accurate and complete answers to all the questions **your** (administrator/agent) 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 **your** (administrator/agent) of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **your** (administrator/agent) ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not accurate and complete, 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 **your** (administrator/agent) is inaccurate or has changed, **you** must inform them as soon as possible.

### Recovery

**You** shall take or have taken every available step to recover from **your** opponent **legal costs and expenses** payable under this policy, and such **legal costs and expenses** must be paid to **us**.

### Subrogation

**We** may at **our** own expense take proceedings in **your** name to recover compensation or secure an indemnity from any third party in respect of any expenses paid under this policy and any amount so recovered or secured shall belong to **us**.

### Arbitration

If there is a disagreement over presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings, then at **your** written request, any such difference shall be decided by Counsel or a **Solicitor** who both **you** and **we** agree to, and in the absence of agreement, they will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their differences to Counsel or the **Solicitor** as he shall require and his decision shall be final and binding upon them. All costs of resolving the differences shall be met in full by the party against whom the decision is made, or as may be determined by the arbitrator.

### Contribution

If **you** have other insurance against liability or loss covered by this policy, **we** will not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss

### Claims

- a) **Our rights after a claim**  
**We** can take proceedings in **your** name (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made under this insurance.
- b) **Arbitration**



If there is a disagreement over the amount **we** owe **you**, **we** will pass the matter to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

c) **Fraudulent claims**

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- i. fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- ii. fails to reveal or hides a fact likely to influence the cover **we** provide;
- iii. makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- iv. sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- v. makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- vi. makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- i. 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.

d) **Choice of 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.

### Part 36 Civil Procedure Rules

- a) The **solicitor** or **you** shall inform **us** immediately in writing of any offer received pursuant to Part 36 of the Civil Procedure Rules and no agreement is to be made to settle on the basis of both sides paying their own costs without **our** prior approval. If the **solicitor** or **you** fail to do so, then **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, and **we** may deduct from any payment **we** make under this section.
- b) If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by **you** but the amount of the offer equals or exceeds the total damage eventually recovered, **we** will not pay any further legal costs and expenses or opponent's legal costs unless, upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules, **we** agree to the continuance of the proceedings.
- c) **We** may require **you** to instruct the **solicitor** to obtain Counsel's opinion on the merits of the claim, defence, any offer pursuant to Part 36 of the Civil Procedure Rules made by an opponent or proposed by **you**, or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement

### Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **your** (administrator/agent) 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, **your** (administrator/agent) will then refund **your** premium in full. If **you** wish to cancel **your** policy after 14 days, **you** will be entitled to a pro-rata return of premium.

**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 accurate and complete answers to the questions **your** (administrator/agent) asked.

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 procedure

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 in the first instance contact the Managing Director of the **administrator**. The contact details are:

The Managing Director, Lawshield UK Ltd, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington, WA1 1RU

Tel: 0800 731 3942  
Fax: 01925 428357



Email: [customerrelations@Lawshield-uk.com](mailto:customerrelations@Lawshield-uk.com)

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

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, Harbour Exchange Square, London, E14 9SR.

Tel: 0300 123 9123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@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 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 (FSCS)

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their 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 or visit [www.fscs.org.uk](http://www.fscs.org.uk). **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

### Lawshield UK Limited Privacy Notice

This is a short privacy notice for Lawshield UK Ltd, referred to as "**we/us/our**" in this notice. **We** understand that your privacy is extremely important to **us**. As a result **we** have put in place many measures to ensure that any personal data **we** obtain from you is processed and maintained in accordance of the General Data Protection Regulation 2016 (GDPR). This statement provides you with details of the type of information **we** may hold about you, how **we** obtain and use the information and how **we** protect your privacy. This notice may be updated from time to time, please refer to **our** website for the most current version.

**Our** data controller registration number issued by the Information Commissioner's Officer is Z5685935

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.

**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.

This notice explains the most important aspects of how **we** use your data. Lawshield UK Ltd full privacy notice can be found by visiting **our** website [www.lawshield.co.uk](http://www.lawshield.co.uk) or request a copy by emailing **us** at [dataprotection@lawshield.co.uk](mailto:dataprotection@lawshield.co.uk)

Alternatively, you can write to **us** at:

Compliance Department  
Lawshield UK Limited  
1210 Centre Park Square  
Centre Park  
Warrington  
WA1 1RU

### UK General Insurance Ltd Privacy Notice

**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-policy> 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.