

Motor Legal Protection



Policy Document



Donations to Age UK's charitable work from Age Co sales are expected to reach £3 million each year

Age Co Motor Legal Protection is provided by Arc Legal Assistance.

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Who provides your cover

This insurance policy is managed and provided by Arc Legal Assistance Limited and is underwritten by AmTrust Europe Limited, on whose behalf **we** act.

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** which is £100,000 where:

- a) The **insured incident** takes place within the **insured period** and within the **territorial limits**, and
- b) The legal action takes place in the **territorial limits**, and
- c) Where there is reasonable prospects of success (see pages 11 and 12 for more information).

Once **your** claim has been accepted, **we** will appoint one of **our** panel of solicitors, or their agents, to handle **your** case. Should **you** wish to appoint **your** own **adviser**, **you** can only do so once court proceedings are issued or a **conflict of interest** arises and **you** must obtain approval from **us** before proceeding. If **you** do not obtain **our** approval **your** claim will be rejected. Where **we** agree to **your** own choice of **adviser** **you** will be liable to pay any **advisers' costs** over and above **our standard advisers' costs**.

To make a claim

You should telephone the Legal Helpline number on **0345 120 1341** quoting "Age Co Motor Legal Protection".

Words with special meanings

Throughout this section, **your** Motor Legal Protection policy has certain words and phrases, which have special meaning and these are explained below:

Action

The pursuit of civil proceedings and appeals against judgement following a **road traffic accident**; the pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the **vehicle**; the defence of criminal motoring prosecutions in relation to the **vehicle** and the defence of civil legal cases and criminal prosecutions in relation to vehicle cloning.

Adviser

Ageas Law LLP or one of **our** other specialist panel of solicitors or **their**

agents appointed by **us** to act for **you**, or, where agreed by **us**, another legal representative nominated by **you**.

Advisers' costs

Reasonable legal and accountancy fees and costs incurred by the **adviser**. Third party's costs shall be covered if awarded against **you**.

Conditional fee agreement

An agreement between **you** and the **adviser** or between **us** and the **adviser** which sets out the terms under which the **adviser** will charge **you** or **us** for their own fees.

Conflict of interest

There is a conflict of interest if **we** administer and/or arrange legal

expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Insured incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

Insured period

The period of insurance shown in the insurance schedule to which this cover attaches. If **you** arranged this policy after the start date of **your** Age Co Car Insurance Policy, cover will be provided from the date **you** bought it and will end on the expiry of **your** Age Co Car Insurance Policy.

Legal helpline

The service provided by **our** panel solicitors on **our** behalf which enables **you** to obtain advice on any matter which may give rise to a claim under this insurance.

Limit of indemnity

The maximum amount payable in respect of an **insured incident**.

Road traffic accident

A traffic accident in the **territorial limits** involving the insured **vehicle** occurring during the **insured period** on a public

How to make a claim

You should call **0345 120 1341** and quote “**Age Co Motor Legal Protection**” to obtain advice and request a claim form. Upon return of a completed claim form **we** will assess the claim, and if covered send details to the **adviser** who will then contact **you** to discuss any assistance **you** require (including a claim in relation to a hire car or vehicle repairs).

Unless a **conflict of interest** arises **you** are not covered for legal fees incurred before court proceedings are issued, unless **you** use **our** panel of solicitors or their agents which **we** will appoint to act for **you**.

highway or on a private road or other public place for which **you** are not at fault and for which another known insured party is at fault.

Standard advisers' costs

The level of **advisers' costs** that would normally be incurred by **underwriters** in using a nominated adviser of **our** choice.

Territorial Limits

- Uninsured loss recovery and personal injury: The European Union.
- All other areas of cover: Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Underwriters

AmTrust Europe Limited

Vehicle

The motor vehicle declared in the insurance schedule to which this cover attaches.

We/Us/Our

Unless otherwise stated **we** and **us** and **our** mean any, or all, of the following: Arc Legal Assistance Ltd, AmTrust Europe Limited and/or Ageas Retail Limited.

You/Your

The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver or passengers for the Uninsured Loss Recovery and Personal Injury section of cover.

Your Cover

Personal Injury

What is insured

You are covered for **advisers' costs** to pursue damages for claims arising from a **road traffic accident** whilst **you** are in, boarding or alighting the **vehicle** against those whose negligence has caused **your** injury or death.

If the **action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **action** in full or in part.

Uninsured Loss Recovery

What is insured

You are covered for **advisers' costs** to pursue damages claims arising from a **road traffic accident** against those whose negligence has caused **you** to suffer loss of **your** insurance policy excess or other out of pocket expenses.

If the **action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims court limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **You** are claiming in the **action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers' costs** will be covered subject to the conditions applicable to this insurance.

What is not insured

Claims

- Relating to an agreement **you** have entered into with another person or organisation.
- For stress, psychological or emotional injury unless it arises from **you** suffering physical injury.

What is not insured

Claims

- Relating to an agreement **you** have entered into with another person or organisation.
- For Applications for payment to the Motor Insurers Bureau under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the Motor Insurers Bureau.

Motor prosecution defence

What is insured

Advisers' costs to defend an **action** in respect of a motoring offence, arising from **your** use of a **vehicle**. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of **us**.

What is not insured

Claims:

- For alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non-prescribed drugs or prescription medication where **you** have been advised by a medical professional not to drive.
- For **advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences where **you** do not get any penalty points on **your** licence.

Motor contract disputes

What is insured

You are covered for **advisers' costs** to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the **vehicle** including the **vehicle** itself. At least £250 including VAT must be in dispute.

What is not insured

Claims:

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

Vehicle cloning

What is insured

You are covered for **advisers' costs** to defend civil or criminal legal proceedings arising from use of the **vehicle's** identity by another person or organisation without **your** permission.

What is not insured

Claims:

- Where the **vehicle's** identity has been copied by somebody living with **you**.
- Where **you** did not act to take reasonable precautions against **your vehicle's** identity being copied without **your** permission.
- For any losses (other than **adviser's costs**) incurred by **you** as a result of **your vehicle's** identity being copied without **your** permission.

Motor Insurance Database disputes

What is insured

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

Physiotherapy cover

What is insured

Following a **road traffic accident** involving **your vehicle**, which was not **your** fault, **we** will pay **your** physiotherapy costs of up to £375 for each injured person if **we** have agreed to pay them.

Provided that:

- The treatment is provided by **our** appointed physiotherapy provider; and
- **You** are pursuing a third party for compensation using one of **our advisers** who has referred **you** to **our** preferred physiotherapy provider; and
- The treatment provider has confirmed that treatment is appropriate through an initial telephone screening undertaken by a clinician.

What is not insured

We will not pay for any physiotherapy costs incurred: -

- Without **our** permission.
- After medical opinion has concluded that further treatment will not benefit **you** in **your** recovery from the injury.
- In relation to a condition or injury that is not directly attributable to an **insured incident**.
- More than 12 months after the **insured incident**.
- Whilst **you** are a day-patient or in-patient
 - Day-patient is defined as requiring, for medical reasons, a period of clinically-supervised recovery in hospital or day-patient unit, but not requiring a stay overnight
 - In-patient is defined as requiring, for medical reasons, a stay in hospital overnight or longer
- Outside the United Kingdom.

Total legal - additional legal services

In this package **our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses. In particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected.

Examples are:

- Sale of motor vehicle and challenging parking penalties.
- Divorce and child custody issues.
- Wills and probate.

To help **you** deal with these and other matters which may arise **we** are able

to give **you** access to discounted legal services provided by **us** in partnership with **our** panel of solicitors. **Our** panel of solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **You** would like to make use of the service please contact **0345 120 1341** and quote "**Age Co Motor Legal Protection**" for an initial telephone consultation which will be provided at no cost to **you**. **Our** panel of solicitors will give **you** a quotation for the likely cost of their representation and it will then be **your** decision whether **you** appoint them to act for **you**.

The Arc legal document service

As part of your Motor Legal Protection policy, you have access to a range of free legal documents that may help you resolve any legal issue you may have.

The variety of legal documents available cover disputes relating to many topics, including:

- Debt and arrears
- Holiday and travel
- Motoring issues
- Probate
- Wills

The service gives you peace of mind that if you are faced with a legal issue, you may be able to solve the dispute without having to pursue a claim.

For full details of the documents available and information on how to obtain them, please contact ageaslegaldocs@arclegal.co.uk.

European legal and UK tax helpline

Use the 24 hour advisory service for telephone advice on any private legal or taxation problem of concern to **you** or any member of **your** household. **You** should also telephone the **legal helpline**

if **you** need to make a claim under this insurance.

Simply telephone **0345 120 1341** and quote "**Age Co Motor Legal Protection**".

General exclusions

There is no cover:

- a) Where the **insured incident** began to occur or had occurred before **you** first purchased this insurance.
- b) Where **you** fail to give proper instructions to **us** or the **adviser** or fail to respond to a request for information or attendance by the **adviser**.
- c) Where **your** act or omission prejudices **your**, or the **underwriter's** position in connection with the **action**.
- d) Where **advisers' costs** have not been agreed in advance or exceed those for which **we** have given **our** prior written approval.
- e) For **advisers' costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party.
- f) For the amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have elected to use an **adviser** of **your** own choice.
- g) For claims made by or against the **underwriters, us** or the **adviser**.
- h) Where **your** motor insurers repudiate the motor insurance policy or refuse indemnity.
- i) For any claim arising from racing, rallies, competitions or trials.
- j) For **advisers' costs** beyond those for which **we** have given **our** prior written approval.
- k) For an application for judicial review.
- l) For appeals without **our** prior written consent.
- m) Prior to the issue of court proceedings, for the costs of any legal representative other than those of the **adviser** unless a **conflict of interest** arises.
- n) For any action that **we** reasonably believe to be false, fraudulent, exaggerated or where **you** have made mis-representations to the **adviser**.
- o) Where at the time of the **insured incident you**:
 - (i) were disqualified from driving
 - (ii) did not hold a licence to drive
 - (iii) did not have a valid MOT certificate for the **vehicle**
 - (iv) did not procure valid vehicle tax
 - (v) failed to comply with any laws relating to the **vehicle's** ownership or use
- p) For disputes over the level of **advisers' costs** claimed from another party.
- q) Arising from an allegation of a deliberate criminal act (including an allegation of violence) or omission by **you**.
- r) For **your** solicitors own costs where **your** claim is being pursued under a **conditional fee agreement**.
- s) Where **you** should have realised when purchasing this insurance that a claim under this insurance might occur.
- t) For motoring prosecutions where **your** car insurers have agreed to provide **your** legal defence.

Conditions

1 Claims

- a) **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. To report a claim **you** must follow the instructions under the 'How to make a claim' section below.
- b) **We** shall appoint the **adviser** to act on **your** behalf.
- c) **We** may investigate the claim, take over and conduct the legal action in **your** name. Subject to **your** consent which must not be unreasonably withheld, **we** may reach a settlement of the **action**.
- d) **You** must supply at **your** own expense, all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises and **you** wish to nominate a legal representative to act for **you, you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers costs** in excess of **our standard advisers costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available upon request.
- e) The **adviser** must:
 - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained without charge
 - ii.) Keep **us** fully advised of all developments and provide such information as **we** may require
 - iii.) Keep **us** regularly advised of **advisers' costs** incurred
 - iv.) Advise **us** of any offers to settle and payments in court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed
 - v.) Submit bills for assessment or certification by the appropriate body if requested by **us**
 - vi.) Attempt recovery of costs from third parties
 - vii.) Agree with **us** not to submit a bill for **advisers' costs** to the **underwriters** until conclusion of the **action**.
- f) In the event of a dispute arising as to **advisers' costs we** may require **you** to change **adviser**.
- g) **Underwriters** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success as defined under condition 3 below.
- h) **You** shall supply all information requested by the **adviser** and **us**.
- i) **You** are responsible for any **advisers' costs** if **you** withdraw from the **action** without **our** prior consent. Any costs

already paid under this insurance must be reimbursed by **you**.

- j) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

2 Disputes

Any disputes between **you** and **us** in relation to **our** assessment of **your** prospects of success in the case or nomination of solicitor may, where the parties agree, be referred to an arbitrator who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration shall be binding and carried out in accordance with the Arbitration Act. The costs of the arbitration shall be at the discretion of the arbitrator.

3 Proportionality

We will only pay **advisers' costs** that are proportionate to the amount of damages that **you** are claiming in the legal **action**. **Advisers' costs** in excess of the amount that **you** are able to claim from **your** opponent will not be covered.

4 Prospects of success

At any time **we** may form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. In forming this view **we** may consider:

- The amount of money at stake
- Whether a person without legal expenses insurance would wish to pursue or defend the matter
- The prospects of being able to enforce a judgment
- Whether **your** interests could be better achieved in another way.

5 Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

6 English law

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

7 Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

8 Cancellation

Your right to cancel

If **you** decide that the policy isn't suitable for **you**, **you** have the right to cancel it at any time. Cancellation can take effect immediately or from a later date, but it cannot be backdated to any earlier date. Please note that cancelling a direct debit instruction does not mean that **your** policy is cancelled.

- You** can cancel **your** policy by calling or writing to **us**;

Age Co Car Insurance
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

Tel: 0345 128 7915

- If the cover has not yet started, **we** will refund any premium already paid.
- If the cover has started, as long as no claims have been made, **you** will be charged in proportion to the time on

cover. If any claim has been made, **you** must pay the full annual premium.

Our right to cancel

We have the right to cancel this policy, but only if **we** have a valid reason and **we** give **you** written notice beforehand.

We will give **you** 7 days' notice in writing if **we** decide to cancel, and **we** will tell **you** the reason why. Reasons why **we** may decide to cancel **your** policy include, but won't be limited to:

- **We** suspect fraud on this or another insurance policy. For more about how **we** deal with fraud and the consequences of it, please refer to Policy Condition 9 later in this booklet
- There has been a misrepresentation which means **we** no longer wish to insure **you**

If **your** policy is cancelled in the above circumstances, **we** may be entitled to keep the full annual premium. **We** will notify **you** if this is the case.

Other reasons why **we** may decide to cancel **your** policy include:

- **We** are unable to take a payment from **your** account
- **You**, or someone representing **you**, is abusive to **our** staff or anyone acting on **our** behalf
- **You** won't give **us** information that **we** ask for.

As long as no claims have been made, **you** will be charged in proportion to the time on cover. If any claim has been made, **you** must pay the full annual premium.

This Motor Legal Protection optional cover runs concurrently with **your** Age Co car insurance policy. If **your** car insurance policy is cancelled for any

reason, any optional cover will also be cancelled.

We may, at **our** discretion, not offer renewal of this policy. If this is the case, **we** will let **you** know before the policy expires.

9 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this act.

10 Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim.
- b) May recover any sums paid to **you** in respect of the fraudulent claim.
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**.
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

Your information and what we do with it – Putting your mind at rest

Age Co Motor Legal Protection is arranged and administered by Ageas Retail Limited. **You** trust **us** to look after **your** personal information when **you** buy **our** products and **we** know **we** have a responsibility to protect this information. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information.

Your information and Age UK

Age UK Enterprises Limited would like to use **your** personal information for marketing and research purposes and share it with other companies and/or charities within the Age UK Network.

When **you** provide **your** information to **us**, **you** will be given the option to select **your** choices as to whether or not **you** wish to receive information from the Age Network by email, text, phone or post. **You** can change **your** marketing preferences at any time by phoning 0800 107 8977, writing to: FREEPOST Age UK Enterprises, London WC1H 9NA or emailing contact@ageuk.org.uk

The Age UK Network includes the Age UK Group (comprising of the charity Age UK and its trading subsidiaries) and its National Partners (Age Cymru, Age Scotland and Age NI).

The Age UK Network will never sell **your** data and promises to keep it safe and secure. Age UK Enterprises will not share any of the personal information with companies beyond the Age UK Network, unless the information is needed to help prevent fraud or they are required do to so by law.

You are entitled to receive a copy of the

personal information Age UK Enterprises Limited hold about **you**. If **you** would like to receive a copy, or would like further information about, or would like to complain about the way that they use **your** personal information please write to FREEPOST, Age UK Enterprises London WC1H 9NA

For further information on how **your** information is used and stored by the Age UK Network please go to <http://www.ageuk.org.uk/help/privacy-policy/>

For the following information only, please note that references to **'we'**, **'us'** or **'our'** refers to Ageas Retail Limited, and the underwriter.

For full details of **our** Privacy Notice, please go to www.ageas.co.uk/legal/privacy-policy/ or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk .

Collecting your information

We collect a variety of information about **you**, such as:

- **your** name, address, contact details and date of birth
- information about what and/or who **you** want to insure, such as vehicle details, named drivers, travel details and companions
- **your** claims and credit history
- any criminal offences
- financial details, such as bank account and card details
- information about **your** use of **our** website such as **your** IP address which is a unique number identifying **your** computer

- special categories of personal information, such as details regarding **your** health.

This information is necessary for **us** to be able to provide **you** with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- **you** or someone connected with **you**, as well as publically available sources of information like social media and networking
- third parties' databases that have been made available to the insurance industry, as well as where **you** have given **your** permission to share information with third parties like **us**
- price comparison websites, where they have sent **your** personal information to **us** to see whether **we** are able to provide **you** with a quotation.

Using your information

We use **your** personal information and/or special categories of personal information to not only provide **you** with **our** products and services, but to better understand and predict **your** needs and preferences, so that **we** can continue to improve **our** products and services to give **you** insurance that is right for **you**. These uses include:

- providing **you** with services relating to an insurance quotation or policy, for example
 - assessing **your** insurance application and arranging **your** insurance policy including checking databases showing no claims discount entitlement and driving licence records

- managing **your** insurance policy including claims handling and issuing policy documentation to **you**.

Our assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

- where **we** believe **we** have a justifiable reason to do so, such as
 - keeping information about **your** current and past policies
 - preventing and detecting fraud, financial crime and anti-money laundering
 - carrying out processes such as research and analysis which may include computerised processes that profile **you**
 - providing sales information to third parties (for example price comparison websites) so that **we** fulfil **our** legal obligations to them
 - recording and monitoring calls for training purposes
 - contacting **you** if **you** fail to complete an online quotation to see if **we** can offer **you** any help with this.

Please note that if **you** have given **us** information about someone connected to **you**, **you** would have confirmed that **you** have their permission to do so.

Use of your personal information when using our websites and email communications

When **you** visit one of **our** websites **we** may collect information which includes **your** email and/or IP address. **We** may also use cookies and/or pixel tags on some pages of **our** website. Useful information about cookies, including how to remove them, can be found on **our** website.

Sharing your information

We may share **your** information with a number of different organisations such as:

- other companies or brands within the Ageas group
- other insurers, business partners, agents or carefully selected third parties providing a service to **us** or on **our** behalf or where **we** provide services in partnership with them
- organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where **we** have a duty to or are permitted to disclose **your** personal information to them by law
- fraud prevention and credit reference agencies
- third parties **we** use to recover money **you** may owe **us** or to whom **we** may sell **your** debt
- other companies when **we** are trialling their products and services which **we** consider may improve **our** services to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal information without the appropriate and necessary care and safeguards being in place.

Keeping your information

We will keep **your** information only for as long as is reasonably necessary to provide **our** products and services to **you** and to fulfil **our** legal, regulatory, tax and accounting obligations. **We** also keep **your** information for several years after the expiry of **your** policy in order to respond to any queries or concerns that may be raised at a later date with respect to the policy or handling of a claim. Please see **our** full privacy notice on **our** website for more details.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). **We** or **our** service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store **your** information) to which foreign law enforcement agencies may have the power to access. However, **we** will not transfer **your** information outside the UK unless it is to a country which is considered to have sound data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

Dealing with others acting on your behalf

We will deal with individuals **you** nominate, including third parties **we** reasonably believe to be acting on **your** behalf providing they are able to answer **our** security questions. For **your** protection though, **we** will need to speak to **you**, **your** legal representative, someone that **you** have specifically given **us** permission to speak to or a power of attorney should **you** want to

change **your** contact address or policy coverage or cancel **your** policy.

Your rights

You have a number of rights in relation to the information **we** hold about **you**, including:

- asking for access to and a copy of **your** personal information
- asking **us** to correct, delete or restrict use of **your** personal information
- asking **us** to move, copy or transfer **your** personal information to a third party (known as ‘data portability’)
- objecting to the use of **your** personal information or to an automated decision including profiling
- withdrawing any previously provided permission for **us** to use **your** personal information
- complaining to the Information Commissioner’s Office at any time if **you** object to the way **we** use **your** personal information. For more information, please see www.ico.org.uk or call the ICO on: 0303 123 1113.

Please note that there are times when **we** will not be able to delete **your** personal information, such as where **we** have to fulfil **our** legal and regulatory obligations or where there is a minimum statutory period of time for which **we** have to keep **your** information. If this is the case, then **we** will let **you** know **our** reasons.

How to make a complaint

If **you** are unhappy with the service that has been provided by Age Co Insurance Services (including information or documentation issued to **you**), **you** should contact

In writing:

Age Co Insurance Services
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA.

By telephone: 0345 128 7915

If **your** complaint is about the service provided by Arc Legal Assistance, **you** can contact them in the following ways:

In writing:

Arc Legal Assistance Ltd
P O Box 8921
Colchester
CO4 5YD

By Telephone: 01206 615 000

By Email: customerservice@arclegal.co.uk

Arc Legal Assistance/Age Co Insurance Services will try to resolve **your** complaint by the end of the third working day and they will send **you** a summary resolution letter. If they are unable to do this, they will write to **you** within five working days to let **you** know what they are doing to resolve **your** complaint and let **you** know who is dealing with the matter. Within eight weeks of them receiving **your** complaint, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

You have the right to ask the Financial Ombudsman Service to review **your** complaint, free of charge, if for any reason **you** are still dissatisfied with either the summary resolution or final response letter, or if Arc Legal Assistance/Age Co Insurance Services have not issued their final response within eight weeks from **you** first raising the complaint. However, **you** must do so within six months of the date of the summary resolution or final response letter.

You can contact the Financial Ombudsman Service as follows:

In writing:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

By telephone: 0800 023 4567 or 0300 123 9123

Or by email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman will not have Arc Legal Assistance's or Age Co Insurance Services' permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Following the above complaints procedure does not affect **your** right to take legal proceedings.

Compensation

We and AmTrust Europe Limited are covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the scheme if **we** or AmTrust Europe Limited are unable to meet

our obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. The registered address is The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE (registered no. 4672894) Arc Legal's Firm Reference number is 305958. This can be checked on the Financial Services website www.fca.org.uk/ register or by contacting the Financial Conduct Authority on 0800 111 6768.

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

Age UK Enterprises Limited trades under the trading name Age Co Insurance Services. Age UK Enterprises Limited is a trading subsidiary company of Age UK (registered charity, no. 1128267) and donates its net profits to Age UK. Products offered by Age Co Insurance Services are arranged by Age UK Enterprises Limited and arranged and administered by Ageas Retail Limited, both of which are authorised and regulated by the Financial Conduct Authority. Ageas Retail Limited Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales 1324965. FS Register number: 312468. Age UK Enterprises Limited Registered office: Tavis House, 1-6 Tavistock Square, London, WC1H 9NA. Registered in England and Wales 3156159. FS Register number: 311438.

IPT

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums, and is included in the premium you pay.

For general enquiries on products and services



Call the Age Co Team at the Ageas
Contact Centre:
0800 085 3741

Lines open 8am to 8pm Monday to Friday, 9am to 1pm Saturday.



Visit ageco.co.uk/carinsurance

A range of products and services
designed with you in mind, including:



Home Insurance



Motor Breakdown

Age Co Motor Legal Protection, Home Insurance and Motor Breakdown were previously sold under the trading name Age UK Motor Legal Protection, Home Insurance and Motor Breakdown.

Age Co Home Insurance is arranged and administered by Ageas Retail Limited and provided by a limited panel of insurers.*

Age Co Motor Breakdown is provided by Call Assist Ltd.

*Details are available on request.

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