

# Personal 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 Personal Legal Protection is administered by Arc Legal Assistance.

# Contents

<b>Policy Definitions</b> .....	3
<b>Your Cover:</b>	
Contract Pursuit and Defence.....	5
Personal Injury.....	5
Clinical Negligence.....	6
Employment Disputes.....	6
Property Protection.....	7
Tax.....	7
Motor Prosecution Defence .....	8
<b>Telephone Helplines</b> .....	9
<b>General Exclusions</b> .....	10
<b>General Conditions</b> .....	11
<b>How to make a claim</b> .....	14
<b>Your information and what we do with it</b> .....	14
<b>How to make a complaint</b> .....	18

# Personal Legal Protection Insurance

This insurance is managed and provided by Arc Legal Assistance Limited. It 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 page 13 for more information).

Once **your** claim has been accepted, **we** will appoint one of **our** panel 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 **0333 0050353** quoting "Age Co Personal Legal Protection".

## Policy Definitions

### Adviser

**Our** specialist panel solicitors or their agents appointed by **us** to act for **you**, or, where agreed by **us**, another legal representative nominated by **you**.

### Advisers' Costs

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

### 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.

### Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

### Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **contract of employment**.

### H M Revenue and Customs Full Enquiry

An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of **your** PAYE income or gains.

## Home Insurance policy

The Age Co Home Insurance Policy **you** have taken out to cover **your** property.

### 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 time.

In a claim arising from an **H M Revenue and Customs full enquiry**, the **insured incident** shall be deemed to be the date H M Revenue and Customs issue a formal notice to **you** notifying of a full enquiry into **your** non-business affairs.

### Insured Period

This policy will run concurrently with **your home insurance policy** for a maximum of 12 months. If **you** arranged this policy after the start date of **your home insurance policy**, cover will be provided from the date **you** bought it and will end on expiry of **your home insurance policy**.

### Legal Action(s)

The pursuit or defence of civil legal cases for damages or injunctions, or the defence of motor prosecutions.

### Limit of Indemnity

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

### Standard Advisers' Costs

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

## Territorial Limits

**Contract Pursuit and Defence, Personal Injury & Clinical Negligence Sections of Cover:** European Union

**All other Sections of Cover:** Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.

### Underwriters

AmTrust Europe Limited.

### 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 persons named on **your home insurance policy** schedule, residing at the property being insured, together with members of the family permanently residing there. If **you** die **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to **your** death.

# Your Cover

## Contract Pursuit and Defence

### What is insured

- **Advisers' costs** to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. This includes the purchase of **your** main home
- **Advisers' costs** to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of **your** main home.

## Personal Injury

### What is insured

- **Advisers' costs** to pursue a **legal action** for financial compensation for damages following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.

### What is not insured

#### Claims

- Where the contract was entered into before **you** first purchased this or similar insurance which expired immediately before this insurance began
- Involving a vehicle owned by **you** or which **you** are legally responsible for
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

### What is not insured

#### Claims

- Arising from medical or clinical treatment, advice, assistance or care
- For stress, psychological or emotional injury unless it arises from **you** suffering physical injury
- For illness, personal injury or death which are caused gradually or are not caused by a specific event
- Involving a vehicle owned or driven by **you**.

# Clinical Negligence

## What is insured

- **Advisers' costs** to pursue a **legal action** for financial compensation for damages following clinical negligence resulting in **your** personal injury or death against the person or organisation directly responsible.

# Employment Disputes

## What is insured

- **Standard advisers' costs** to pursue a **legal action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland or the Isle of Man) against an employer or ex-employer for breach as an **employee of your**:
  - a) **Contract of employment**; or
  - b) Legal rights under employment laws
- **Standard advisers' costs** to defend any subsequent counter claims brought by the employer or ex-employer alleging a breach of **your contract of employment**

## What is not insured

### Claims

- For stress, psychological or emotional injury unless it arises from you suffering physical injury.

## What is not insured

### Claims

- Where the breach of contract occurred within the first 90 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began
- For **advisers' costs** of any disciplinary, investigatory or grievance procedure connected with **your contract of employment** or the costs associated with any settlement agreement
- Where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- For **advisers' costs** awarded by an Employment or Employment Appeals Tribunal that **you** are ordered or agree to pay.

# Property Protection

## What is insured

- **Advisers' costs** to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home. This section does not extend to divorce or matrimonial matters.
- **Advisers' costs** to pursue a **legal action** for financial compensation for damages against a person or organisation that causes physical damage to **your** main home. The damage must have been caused after **you** first purchased this insurance.

## Tax

### What is insured

- **Advisers' costs** incurred by an Accountant if **you** are subject to an **HM Revenue and Customs full enquiry** into **your** personal Income Tax position.

This cover applies only if **you** have:-

- a) Maintained proper, complete, truthful and up to date records
- b) Made all returns at the due time without having to pay any penalty
- c) Provided all information that HM Revenue and Customs reasonably requires.

### What is not insured

#### Claims

- Where the nuisance or trespass started within 180 days of the first purchase of this insurance or the purchase of similar insurance which expired immediately before this insurance began
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

### What is not insured

#### Claims

- Where deliberate misstatements or omissions have been made to the authorities. In this event, **you** will be liable to pay all costs and fees
- Where the Special Compliance Officer is investigating **your** affairs
- For accountancy fees which relate to **your** business trade or profession
- In respect of income or gains which have been under-declared because of false representations or statements by **you**
- For **advisers' costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs
- For **advisers' costs** arising after **you** receive a notice telling **you** that the enquiry has been completed
- For enquiries into aspects of **your** Tax Return (Aspect Enquiries).

# Motor Prosecution Defence

## What is insured

- **Advisers' costs** to defend a **legal 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 **our** discretion.

## 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 which **you** do not get penalty points on **your** licence for.



# Telephone Helplines

## European Legal & 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 **0333 0050353** and quote “**Age Co personal legal protection**”.

## 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:-

- Routine conveyancing costs arising from the sale or purchase of the home and re-mortgaging
- 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 Solicitors. **Our** panel 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 the Helpline number above for an initial telephone consultation which will be provided at no cost to **you**. **Our** panel 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**.

## Arc Legal Document Service

As part of your Personal 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](mailto:ageaslegaldocs@arclegal.co.uk)

# General Exclusions

## 1. There is no cover where:-

- The **insured incident** began to start or had started before **you** bought this insurance
- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim
- Something **you** do or fail to do prejudices **your** position or the position of the **underwriters** in connection with the **legal action**
- **Advisers' costs** or any other costs and expenses incurred which were not agreed in advance or are above those for which **we** have given **our** prior written approval
- **Your** insurers repudiate **your home insurance policy** or refuse indemnity.

## 2. There is no cover for:-

- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **your** insurance adviser, the **underwriters**, the **adviser** or **us**

- Any claim **you** make which is false or fraudulent or exaggerated
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- Appeals without **our** prior written consent
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- **Advisers' costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

## 3. There is no cover for any claim directly or indirectly arising from:-

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
- Planning law
- Constructing buildings or altering their structure
- Libel, slander or verbal injury
- A dispute between **you** and someone **you** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **you** or **your** business partners

- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Mining or quarrying
- Subsidence - downward movement of the site on which buildings are situated by a cause other than the weight of the buildings themselves.
- Heave - the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground.
- Landslip - sudden movement of soil on a slope or gradual creep of a slope over a period of time.

## General Conditions

### 1. 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 Home Insurance  
 Ageas House  
 Hampshire Corporate Park  
 Templars Way  
 Eastleigh  
 Hampshire  
 SO53 3YA  
 Tel: 0345 128 7916

- 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 3, shown earlier 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 Personal Legal Protection optional cover runs concurrently with **your** Age Co home insurance policy. If **your** home 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.

## 2. Claims

- a) **You** must notify **us** as soon as possible and within a maximum of 180 days once **you** become aware of the **insured 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 "How to make a claim" below.

- b) **We** shall appoint the **adviser** to act on **your** behalf.
- c) **We** may investigate the claim and 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 **legal 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 on request. If **we** cannot reach an agreement with the **adviser** over the terms of their appointment the Law Society will be asked to nominate another legal representative and this nomination shall be binding.

- 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 to 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**.
  - vii) Attempt recovery of costs from third parties.
  - viii) Agree with **us** not to submit a bill for **advisers' costs** to the **underwriters** until conclusion of the **legal 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.
- h) **You** must supply all information requested by the **adviser** and **us**.
- i) **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal 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.

### 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. Disputes

Subject to **your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Complain'), any dispute between **you** and **us** may, where the parties agree, be referred to an arbitrator who will 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 will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

### 5. 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:-

- a) The amount of money at stake.
- b) Whether a person without legal expenses insurance would wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgment.

d) Whether **your** interests could be better achieved in another way.

## 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. 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.

## 9. 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.

## 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.

# How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance **you** should telephone the Legal Helpline on **0333 0050353**

Specialist solicitors are at hand to help **you**. If **you** need a solicitor or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt about whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

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

Age Co Personal 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

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/](http://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](mailto: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

Age UK Enterprises, London WC1H 9NA or emailing [contact@ageuk.org.uk](mailto: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

- 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](http://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** 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 Home Insurance (Personal Legal Protection)

Ageas House

Hampshire Corporate Park

Templars Way

Eastleigh

Hampshire

SO53 3YA

By telephone: 0345 128 7916

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

Web: [www.financial-ombudsman.org.uk](http://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 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 Arc Legal or AmTrust Europe Limited cannot meet their 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 020 7741 4100.

### **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](http://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](http://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/homeinsurance](https://ageco.co.uk/homeinsurance)

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



Car Insurance



Motor Breakdown

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

**Age Co Car Insurance is arranged and administered by Ageas Retail Limited and underwritten by Ageas Insurance Limited.**

**Age Co Motor Breakdown is provided by Call Assist Ltd.**

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. Calls may be recorded for monitoring and training purposes.