

Non-Fault Benefits

- Accident Management service for all non-fault incidents
- Vehicles assessed by fully qualified, independent engineers
- Replacement like-for-like vehicle whilst yours is being repaired
- No up-front costs
- Professional representation to claim for injury and other losses
- Assessment and treatment arranged
- Retain 100% of any compensation received for personal injury
- Up to £50,000 of legal representation



CLAIMLINE

01527 758 352



Road Accident Specialists

Winn Solicitors Ltd are specialists in handling non-fault road traffic accident claims. Winn Solicitors Ltd are authorised and regulated by the Solicitors Regulation Authority (ID No.00400835). They are also a member of the Motor Accident Solicitors Society (MASS) the Personal Injury Panel (PIP) and the Association of Personal Injury Lawyers (APIL). In certain circumstances Winn Solicitors may refer your claim to be handled by one of their approved solicitors.

Winn Solicitors Ltd

Brinkburn Street, Byker, Newcastle upon Tyne, NE6 1PL
Email: solicitors@winn solicitors.com

Revised June 2017

Autosaint Insurance
Platinum Legal
Cover



Had an accident? Call us first.

CLAIMLINE 01527 758 352

CLAIMLINE 01527 758 352

01527 758 352

Should you be involved in an accident, one call to Autosaint Insurance and we will help you.

Non-Fault:

We will arrange to report the non-fault incident to your insurance company and where necessary liaise with all parties involved including third party insurance companies, engineers, repairers etc.

If the incident was not your fault we can, subject to assessment, arrange for repairs and also arrange for a replacement like-for-like vehicle. The vehicle will be delivered and collected from your home address. If repairs are authorised and arranged by us you will have no excess to pay.

In the event of a non-fault accident where you have suffered personal injury, we will appoint a specialist solicitor to pursue compensation. The solicitor appointed will be fully committed to settling your claim on the best terms possible.

Fault:

We will put you in touch with your insurance company's claims department, who will assist you with progressing your claim.



Replacement Vehicle Service

Our network of replacement vehicle suppliers have access to over 35,000 vehicles across the UK. Vehicles include private cars, commercial vehicles, taxis and motorcycles and can be delivered to your home address or collected from one of over 300 local depots nationwide.

Vehicle Repair Service

If repairs to your vehicle (subject to assessment) are authorised, you will not be required to pay any excess to the repairer upon completion of the repairs. (Terms & Conditions apply)

Litigation Service

Should legal proceedings be deemed necessary to achieve the appropriate settlement, we will instruct a suitably qualified solicitor to deal with this on your behalf. This policy will provide you with cover for up to £50,000 of legal expenses.

Regulation

Autosaint Insurance Platinum Legal Cover is administered by On Insurance, a trading name of On Hire Ltd who are authorised and regulated by the Financial Conduct Authority under reference number 480928.

Autosaint Insurance are a trading name of Fresh Insurance Services Group Ltd and is authorised and regulated by the Financial Conduct Authority under reference number: 306202.

The directors and shareholders of Winn Solicitors Ltd have set up separate companies who we recommend to provide additional services, they are On Hire Limited and On Medical Limited (which also trades as the North East Clinic). On Hire Limited is authorised and regulated by the Financial Conduct Authority in relation to its insurance business.



In the event of an accident...

- Keep calm - do not admit liability
- Call 999 if emergency services are needed
- Exchange names, addresses and insurance details
- Note everything you can - all witnesses, vehicles, locations, damage and accident circumstances
- Be sure to note the make, model, colour and registration number of every vehicle involved
- Draw a sketch of the scene - take photos if possible
- Remember to look out for other traffic around the accident particularly on busy highways
- Contact Autosaint Insurance on [01527 758 352](tel:01527758352)

Other Drivers Name

Other Drivers Address

Other Drivers Contact Telephone Number

Other Drivers Vehicle and Insurance Details

Motor Legal Expenses Insurance

Master Certificate Number MOTLEI/AL/10/16

INTRODUCTION

Some important facts about your insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

INSURER

This Motor Legal Expenses Insurance is underwritten by Alpha Insurance A/S, Harbour House, Sundkrogsgade 21, Copenhagen DK – 2100, Denmark.

Alpha Insurance A/S is authorised and regulated by the Finanstilsynet (The Danish Financial Regulator) under authorisation number 53068 and **You** can check this by visiting the Finanstilsynet website at www.finanstilsynet.dk. As an Insurance Company authorised within the European Union, Alpha is permitted to conduct business in the United Kingdom under FCA reference 431621. **You** can check this by visiting the Financial Services register on the FCA website at www.fca.org.uk.

TYPE OF INSURANCE AND COVER PROVIDED

This policy of insurance provides cover for legal costs and expenses up to the policy limit in respect of claims for personal injury and compensation for damage caused by a third party in the courts of the separate jurisdictions of Great Britain arising out of a road traffic accident in which you were involved.

SIGNIFICANT FEATURES AND BENEFITS

The policy covers:	Relevant Policy Section
Helpline – An accident helpline is available, so for advice on any motoring accident please telephone 01527 758352 quoting Master Certificate Number MOTLEI/AL/10/16	2
UNINSURED LOSS RECOVERY - Costs for making a claim for damages in respect of death or bodily injury and/or uninsured losses incurred, sustained by you in a road traffic accident. The total amount we will pay in any one given period of insurance will be £50,000	2
LEGAL COSTS AND EXPENSES - Legal costs and expenses that you may become liable to pay to another party in making a claim for damages or compensation for bodily injury	2

SIGNIFICANT EXCLUSIONS OR LIMITATIONS

The primary exclusions and limitations under this policy are that we will not pay legal costs and expenses where:	Relevant Policy Section
You pursue a claim outside the jurisdiction of the courts of Great Britain	3
We consider it unlikely a reasonable settlement will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit	5
You incurred such legal costs and expenses without our prior written authorisation or they were incurred as a result of a significant default or delay on your part	3
Such legal costs and expenses for claims which arise from a criminal act or omission	3
Applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action	3
Prior to the issue of any proceedings you must use the representative or solicitor nominated and appointed by us	5
In no case will we pay more than the limit of indemnity, in any one period of insurance, as shown of £50,000 in any one given period of insurance	1

DURATION OF COVER

Your cover will be valid for the period of the Motor Insurance Policy which runs at the same time as this Policy and does not exceed 12 months

CANCELLATION RIGHT

We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy. See the enclosed policy document and the section headed "Cancellation".

The Insurer may cancel this policy at any time by giving 7 days notice.

MAKING A CLAIM

If you have a claim, please telephone us on 01527 758352 quoting Master Certificate Number MOTLEI/AL/10/16 as soon as possible to tell us about it.

HOW TO MAKE A COMPLAINT

We care about the service we provide to You and we make every effort to maintain the highest possible standards. If You have any questions about the policy please ask Us. Please have this documents available so that we can deal with your enquiry speedily. Although we set ourselves high standards, if we do not meet your expectations and you are dissatisfied in some way we would like to know. If you follow the guidelines below, your complaint will be dealt with in the most effective way possible.

Any complaints about this policy or related services should, in the first instance, be made to the Customer Services Manager, Fresh Insurance, Ladybird Suite, Burnt Meadow Road, Redditch, B98 9PA or by telephoning 01527 758352. A copy of their complaints procedure may be supplied on request.

If you remain dissatisfied **with Our** handling of and response to the complaint **You** may be referred to the Danish Insurance Complaints Board, Ankenævnet for Forsikring (the Board) or the UK Financial Ombudsman Service (FOS), depending on the nature of the complaint and whether it should be properly be directed against **Us** or another party.

Contact details and full complaints procedure can be found in the Policy Wording.

COMPENSATION SCHEME

In the event that Alpha Insurance A/S, the underwriters of this insurance, is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

Further information can be found in the policy wording under the heading "Compensation Scheme."

Motor Legal Expenses Insurance

Master Certificate Number MOTLEI/AL/10/16

This Motor Legal Expenses Insurance policy has been arranged by On Insurance, a trading name of On Hire Limited. On Hire Limited is authorised and regulated by the Financial Conduct Authority (FCA) under authorisation number 480928. This can be checked on the Financial Services Register at www.fca.org.uk/register or by telephoning 08001116768.

The policy is underwritten by Alpha Insurance A/S, Harbour House, Sundkrogsgade 21, Copenhagen, DK – 2100, Denmark.

Alpha Insurance A/S is authorised and regulated by the Finanstilsynet (The Danish Financial Regulator) under authorisation number 53068 and **You** can check this by visiting the Finanstilsynet website at www.finanstilsynet.dk. As an insurance company authorised within the European Union, Alpha is permitted to conduct business in the United Kingdom under FCA reference 431621. **You** can check this by visiting the Financial Services Register on the FCA website at www.fca.org.uk.

In return for the payment by the **Insured** of the premium payable for this policy of insurance **We** will provide Before The Event Legal Expenses Insurance on the terms set out below.

1. Definitions

Authorised Representative (s)	A solicitor, counsel, claims handler or mediator or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured persons interests
Civil claim	A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made
Condition	An obligation which You must perform. If a Condition is not performed by You , We will not be under any liability to pay You anything under the terms of this policy
Defendant's costs	Legal costs and expenses the Insured or Insured person may become liable to pay to another party in making a Civil claim covered by this policy against that other party
Legal Advice	Initial advice over the telephone as to whether or not You have Reasonable prospects of success in respect of an accident.
Insured (s)	The Policyholder specified on the Certificate of Insurance for your main motor policy
Insurer	Alpha Insurance A/S
Insured person (s)	The insured or any passenger who is in the Insured Vehicle with the Insured's permission or the personal representative or estate thereof
Insured vehicle (s)	The vehicle or vehicles identified on your Certificate of Motor Insurance as the Insured vehicle (s) or any other vehicle which We may, after receiving a written request from You , accept in substitution for that vehicle
Legal advice	Advice given by an Authorised Representative
Legal proceedings	A claim for damages or compensation pursued in a court of law within the United Kingdom of Great Britain and Northern Ireland
Maximum amount	The total amount that We will be liable to pay in aggregate for Professional Fees and Defendant's Costs for any and, if more than one, all claims made under this policy is £50,000
Period of cover	The Policy stated in in the schedule for your main motor insurance policy
Professional Fees	Legal fees and costs reasonably and properly incurred by the Authorised Representative , with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of Your claim
Reasonable prospect of success	A prospect in excess of 50% of obtaining the payment of damages or compensation from another party
Small claim (s)	A claim for damages or compensation which is, or may be, if Legal proceedings are issued, allocated to the Small claims jurisdiction of the courts of the United Kingdom of Great Britain and Northern Ireland
We, Our, Us	On Insurance a trading name of On Hire Ltd as agents for the Insurer
You, Your	The person named as the Insured in the schedule to this policy or an Insured person
Your claim	A claim by You falling within cover section 2 below

2. Cover

2.1. Accident Advice

For advice on **all motoring** accidents simply telephone **01527 758 352** quoting: **Master Certificate Number MOTLEI/AL/10/16** for

Except as noted in section 3 **We** will pay as follows: -

2.2. Motor Uninsured Loss Recovery

Professional Fees of any **Civil claim** for damages or compensation in respect of death or bodily injury sustained by **You** in a road traffic accident and/or uninsured losses incurred, within the United Kingdom of Great Britain and Northern Ireland, where **Your** accident occurred during the **Period of cover** stated in the schedule to this policy

The **Defendant's costs** of any claim covered under cover section 2.2 above which **You** may become liable to pay

3. What is not covered on this policy

We will not pay:-

Professional Fees and/or **Defendant's costs**

- 3.1. Of a **Small claim**
- 3.2. Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance
- 3.3. Which would, if this policy were not in force, be covered by another policy of insurance
- 3.4. Incurred before **We** have received a claim form from **You**
- 3.5. In aggregate in excess of the **Maximum amount**
- 3.6. Where **Your claim** does not have a **Reasonable prospect of success**
- 3.7. Incurred after **You** or **We** have received **Legal advice** to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** or **Legal advice** not to pursue or continue to pursue **Your claim** by **Legal proceedings**

- 3.8. Incurred after **We** have told **You** that **We** consider **Your claim** should be pursued by means other than by **Legal proceedings**
- 3.9. Of any appeal made without **Our** consent in writing
- 3.10. Of any appeal incurred after **You** have received **Legal advice** that the appeal does not have a **Reasonable prospect of success**
- 3.11. Where **You** have failed to comply with a **Condition** of this policy
- 3.12. Where the **Authorised Representatives** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf or represent **You**
- 3.13. Where **You**, without a good reason, instruct the **Authorised Representatives** instructed to act on **Your** behalf to cease acting on **Your** behalf or representing **You**
- 3.14. For claims which arise from a criminal act or omission
- 3.15. For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action
- 3.16. For any insured incidents which;
 - Occurred outside the United Kingdom of Great Britain and Northern Ireland
 - Did not occur during the **Period of cover** stated in the certificate of insurance in your main motor policy
- 3.17. For any claims caused by, contributed to by or arising from:
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed
- 3.18. Any sum **You** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings
- 3.19. Prosecutions which allege dishonesty or violence
- 3.20. Claims against Fresh Insurance Services Group Limited or On Hire Ltd or the **Insurer** In relation to a claim for the loss or damage of any goods being carried in the **Insured vehicle** where a claim under this policy arises out of the use of the **Insured vehicle** for commercial purposes and the authorised representatives are unable to claim against the third party insurer
- 3.21. In relation to a claim for any personal injuries suffered by the driver of the **Insured vehicle** against the drivers employer where the employer is also the **Insured**
- 3.22. Prosecutions resulting from drink or drug related or parking offences
- 3.23. Any claim relating to a road traffic accident which happens during a race rally or competition
- 3.24. Any claim relating to an accident caused by faults in the **Insured vehicle** or faulty, incomplete or incorrect service maintenance or repair of the **Insured vehicle**

4. Conditions

You must comply with the following obligations each of which is a **Condition** of this policy

- 4.1. Ensure that the event involving the use of the **Insured vehicle/s** giving rise to a claim under this policy is covered by a policy of compulsory insurance complying with the requirements of the Road Traffic Act 1988 which is known to be on risk and indemnity has not been repudiated nor refused by the insurer issuing the policy
- 4.2. Ensure that **We** receive notification of any event which may give rise to any claim under this policy as soon as reasonably possible
- 4.3. Ensure that **We** receive a claim form for any claim under this policy not later than 60 days after the event giving rise to **Your claim**
- 4.4. Provide any information reasonably requested by **Us** or the **Authorised Representative** instructed on **Your** behalf within a reasonable time
- 4.5. Take all reasonable steps to minimise **Professional Fees** or **Defendant's costs** which **We** may be liable to pay under the terms of this policy

- 4.6. Ensure that any **Authorised Representative** instructed on **Your** behalf fulfil the **Authorised Representatives** obligations set out below
- 4.7. Ensure any claim **You** make is an honest claim and not one which is false or fraudulent
- 4.8. Ensure that **Your claim** is not prejudiced by any action or inaction on **Your** part

5. Claims Process

On Hire Ltd and Fresh Insurance Services Group Limited are the Insurers agent and in the event of a claim act on behalf of the **Insurer**.

Following a motoring accident please telephone **01527 758 352** quoting: -
Master Certificate Number MOTLEI/AL /10/16

In the performance of **Our** obligation to pay **You** under the terms of this policy-

- 5.1. **You** must supply **Us** with a completed claim form containing a complete and truthful report of the facts giving rise to **Your claim**, details of any potential witnesses, any documentary evidence in support of **Your claim** and details of any policy of insurance covering any person against whom **You** wish to pursue **Your claim**. **You** may obtain a claim form by telephone on **01527 758 352**
 - 5.2. **We** will make a preliminary assessment of the merits of **Your** claim. If **We** decide that **Your** claim appears to have a Reasonable prospect of success, **We** will appoint an **Authorised Representative** to act on **Your** behalf in **Your** claim
 - 5.3. If **We**
 - Consider it unlikely a reasonable settlement will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit or
 - Decide **Your** claim does not appear to have a Reasonable prospect of success**We** will tell **You** in writing. If **You** accept **Our** advice, **Your** entitlement to payment from **us** under this policy for that claim is at an end and **We** will be discharged from any liability to **You** in respect of that claim
 - 5.4. If **You** do not accept **Our** advice **We** will instruct an **Authorised Representative** to advise **You** and **Us** whether **Your** claim has a Reasonable prospect of success. If the **Authorised Representative** instructed advises that there is no Reasonable prospect of success in **Your claim** **We** will not be liable to pay **You** anything under the terms of this policy for that claim. If the **Authorised Representative** instructed advises that there is a Reasonable prospect of success **We** will appoint the **Authorised Representative** to act on **Your** behalf in the pursuit of **Your** claim
 - 5.5. When **We** appoint an **Authorised Representative** to act on **Your** behalf **We** will tell **You** in writing. The **Authorised Representative** **We** have appointed will require **You** to enter into an agreement with them under which they will act on **Your** behalf
 - 5.6. The **Authorised Representative** will take over and conduct in **Your** name any **Civil claim** for damages or compensation in respect of a valid claim covered under the terms of this policy. The **Authorised Representative** nominated and appointed will act on **Your** behalf. This does not affect **Your** legal rights at the point of or during legal proceedings.
 - 5.7. If
 - The **Authorised Representative** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf, or
 - **You** without a good reason instruct the **Authorised Representative** to cease acting on **Your** behalf**We** will not pay **You** anything under the terms of this policy and **Our** liability under this policy for that claim shall cease forthwith
- We** may appoint another **Authorised Representative** to act on **Your** behalf or permit **You** to instruct another **Authorised Representative** to act on **Your** behalf if **We** consider that it is reasonable to do so
- 5.8. Where an **Authorised Representative** is appointed to act on **Your** behalf by **Us** **We** appoint them in the performance of **Our** obligations under the terms of this policy and not as an agent for **You**

- 5.9. Where an **Authorised Representative** is instructed to act on **Your** behalf **You** and **We** will require them to comply with the **Authorised Representatives** obligations set out below
- 5.10. **We** may require counsel to advise whether in all the circumstances of **Your claim**, including the commercial merits of **Your claim**, a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** should be accepted or whether **Your claim** should be pursued or continue to be pursued by **Legal proceedings**
- 5.11. If **We** reasonably consider that **Your claim** should be pursued by some means other than by **Legal proceedings** **We** will tell **You** in writing

6. Authorised Representatives Obligations

Your Authorised Representatives must

- 6.1. Provide **You** and **Us** with a reasoned assessment in writing of the prospects of success in **Your claim** and an estimate of the likely costs of pursuing **Your claim** as soon as reasonably practicable and in any event within 28 days of accepting instructions to act on **Your** behalf
- 6.2. Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your claim** or any Part 36 offer or Part 36 payment made in respect of **Your claim** together with their advice as to whether the proposal, Part 36 offer or Part 36 payment should be accepted
- 6.3. Notify **You** and **Us** immediately in writing of any change in their assessment of the prospects of success in **Your claim**
- 6.4. Provide **Us** with such information as **We** may reasonably require from time to time about the progress of **Your claim**
- 6.5. Provide **Us** with a written report at 6 monthly intervals from the date instructions to act on **Your** behalf were accepted by them as to the progress of **Your claim** and any change in the prospects of success in **Your claim** or the likely cost of pursuing **Your claim**
- 6.6. Deal with **Your claim** in such manner as **We** reasonably require from time to time
- 6.7. Obtain **Our** consent in writing before undertaking any of the following;
- Issuing **Legal proceedings** on **Your** behalf
 - Instructing counsel, leading counsel or an expert witness on **Your** behalf
 - Making an appeal against any order of the court made in **Legal proceedings** issued on **Your** behalf
 - Withdrawing, discontinuing or settling **Your claim** in a way which may give rise to a liability on **Our** part to pay **Defendant's costs** under this policy
 - Entering into any agreement as to the amount of or liability to pay **Defendant's costs**
 - Entering into any form of alternative dispute resolution
 - Incurring any disbursement likely to exceed £500 or more (exclusive of VAT)
- 6.8. Use their best endeavours to obtain payment of **Professional Fees** or **Defendant's costs** from any other party who may be liable to pay those costs
- 6.9. Repay to **Us** any costs **We** have paid in the pursuit of **Your claim** which may be recovered from any other party
- 6.10. Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your claim** together with their advice as to whether the proposal should be accepted
- 6.11. Use their best endeavours to obtain payment of **Professional Fees** from any other party who may be liable to pay those costs
- 6.12. If required to do so by **Us**, procure an assessment by the court or an appropriate professional body of the amount properly payable to the **Authorised Representatives** for **Professional Fees**

7. Cancellation

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please contact Fresh Insurance Group Limited, using the details stated in your documentation provided at the time of sale, within 14 days of issue and **We** will refund **Your** premium (except where it is free). Thereafter **You** may cancel the policy at anytime, however no refund of premium will be available.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 7 days notice to the **Insured** at their last known address. Provided the premium has been paid in full (except where it is free) the **Insured** may be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance

Unless specifically agreed by the insurer this policy is not transferable and no premium or portion of a premium paid by **You** (except where it is free) is in any circumstance refundable after the 14 day period referred to above.

8. General

- 8.1. **You** will take all reasonable steps to minimise **Professional Fees** or **Defendant's costs** which **we** may be liable to pay under the terms of this policy
- 8.2. **You** will at all times co-operate with **Us** and with the **Authorised Representatives** instructed on **Your** behalf
- 8.3. Any dispute between **You** and **Us** over the handling of **Your** case by the **Authorised Representative** which **We** cannot resolve between **Us** shall be determined by an arbitration by an arbitrator appointed by **You** and by **Us** together. If agreement on the arbitrator to be appointed cannot be reached **You** or **We** can ask the Chairman of the Bar Council to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the Arbitration Acts then in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party
- 8.4. The rights and obligations of an **Insured passenger** under this policy shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999
- 8.5. This policy is governed by the English Law with exclusive jurisdiction of the Courts of England and Wales

9. Complaints Procedure

We care about the service **We** provide to **You** and **We** make every effort to maintain the highest possible standards. If **You** have any questions about the **Policy** please ask **Us**. Please have this document available so that **We** can deal with **Your** enquiry speedily.

Although **We** set ourselves high standards, if **We** do not meet **Your** expectations and **You** are dissatisfied in some way **We** would like to know. If **You** follow the guidelines below, **Your** complaint will be dealt with in the most efficient way possible.

Any complaints about this policy or related services should, in the first instance, be made to the Customer Services Manager. Fresh Insurance, Ladybird Suite, Burnt Meadow Road, Redditch, B98 9PA or by telephoning us on 01527 758 352. A copy of their complaints procedure may be supplied on request.

If **You** remain dissatisfied with **Our** handling of and response to the complaint **You** may refer the matter to the Danish Insurance Complaints Board, Ankenævnet for Forsikring (the Board) or the **U.K.** Financial Ombudsman Service (FOS), depending on the nature of the complaint and whether it should properly be directed against **Us** or another party.

Contact details are as follows:

The Danish Insurance Complaints Board
Ankenævnet for Forsikring
Anker Heegaards Gade 2,
Postboks 360
DK-1572 Copenhagen
Denmark
Tel: 0045 3315 8900

Financial Ombudsman Service,
Exchange Tower
London E14 9SR
Tel: 0800 0234567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have the right to refer **Your** complaint to the FOS, free of charge, but **You** must do so within six months of the date of **Our** final response letter.

If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

In order for the Board to deal with **Your** complaint, **You** will need to agree to their applying the rules of Danish law and practice in the adjudication process. Referring a complaint to the Board or the FOS is an alternative form of dispute resolution. It does not affect **Your** right to take legal action. www.fca.org.uk.

10. Compensation Scheme

Alpha Insurance A/S is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it 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.

11. Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, , which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic area (EEA). Such information will be subject to the same protection and rights within the EEA.

All personal information is treated with the utmost confidentiality and with appropriate levels of security and we will not keep **Your** information longer than is necessary.

Your information will be protected from unauthorised or accidental disclosure and **We** will only reveal **Your** information if it is allowed by law and authorised by **You** in order to prevent fraud or, as mentioned, in order that **We** can liaise with **Our** agents in the administration of this Policy.

Under the terms of the Act You have the right to ask for a copy of any information **We** hold on **You**, upon payment of an administration fee, and to request a correction of any incorrect information held. Any misleading or incorrect information will be corrected as soon as possible.