

# Combination Guaranteed Asset Protection (Return to Invoice & Finance)

## Your Contract of Insurance

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Your insurance is provided by Alwyn Insurance Company Limited and arranged by Complectus Limited.

Complectus Limited is authorised and regulated by the Financial Conduct Authority (FCA Number 774491). Its registered office is at The Courtyard, High Street, Ascot, Berkshire, SL5 7HP. It is registered in England no: 6581704.

This insurance is underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

The names, addresses and regulatory status of each company can be checked by visiting the FCA website at <http://www.fca.org.uk> and for Alwyn Insurance Company Limited, by checking the Gibraltar Financial Services Commission website at <https://www.fsc.gi/>

## Cover Provided by Your Combination Guaranteed Asset Protection (Return to Invoice & Finance) Insurance Policy

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You have completed a Proposal and agreed to pay the required premium to Us.

In return, and subject to the terms and conditions of this policy, if a Total Loss of the Insured Vehicle occurs within the Territorial Limits and during the Period of Insurance, the Insurer will pay You the Insured Amount. If the Vehicle is leased from a Finance Company the Outstanding Finance Balance will be paid directly to the Finance Company. If the Vehicle has been leased by You from a Finance Company the advance rentals you paid will be covered under this policy and in the event of a successful claim the amount of the advance rentals will be refunded to You excluding VAT.

### **Provided that:**

1. the maximum amount the Insurer will pay in respect of any one Incident will not exceed the Limit of Liability;
2. the Insured Vehicle meets the Eligibility Requirements as listed below; and
3. where the Net Invoice Selling Price of the Insured Vehicle exceeds the Market Value, the Insurer reserves the right to adjust the claimed amount to reflect the Market Value of the Insured Vehicle at the time of its purchase. Any adjustment applicable will be deducted from the payment made under Your policy.

## Definitions

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The words or expressions detailed below have the following meaning whenever they appear in this policy with a capital letter.

### **Consequential Loss**

The costs and losses (other than the Insured Amount) which You and others may suffer or incur as a direct or indirect result of the Total Loss or any event leading to the Total Loss, which are not covered under this insurance such as additional transportation costs or time taken off work to deal with a claim arising under this insurance.

### **Finance Company**

Any UK based finance company or lender who helped You to buy or lease the Insured Vehicle by lending You the funds/finance to complete that purchase.

### **Glass's Guide**

A monthly trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles by Glass's Information Services Limited.

### **Insured/You/Your**

The person named in the Policy Schedule must be the owner or registered keeper of the Insured Vehicle or must be financing the Vehicle on behalf of the owner or registered keeper.

### **Insured Amount**

The difference between the Insured Value and:

- 1) the purchase price of the Insured Vehicle as confirmed by the Net Invoice Selling Price if You purchased this policy within 180 days of taking ownership of the Vehicle from a VAT Registered Dealership; or
- 2) the Market Value of the Vehicle at the start date of this policy; or
- 3) the amount of Your finance agreement Outstanding Finance Balance, if greater.

# Definitions Continued

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## **Insured Value**

The amount You receive under Your Motor Insurance Policy in respect of the Insured Vehicle as a result of a Total Loss, or the Market Value of the Insured Vehicle at the date of Total Loss, whichever is the greater sum.

## **Insured Vehicle**

The vehicle registered and mainly used in the UK which is specified in the Policy Schedule, meets the Eligibility Requirements listed below and is insured under a Motor Insurance Policy.

Any vehicle sourced from outside of the UK will only be covered with the express agreement of the Administrator.

## **Insurer**

Alwyn Insurance Company Limited.

## **Limit of Liability**

The maximum amount that can be claimed under this policy (including VAT) as stated on the Policy Schedule.

## **Market Value**

The value of the Insured Vehicle, as determined by reference to the Glass's Guide retail value.

## **Motor Insurance Policy**

A fully comprehensive policy in respect of the Insured Vehicle, which is effected and kept in force or replaced by a similar comprehensive motor insurance policy for the duration of the Period of Insurance.

## **Motor Insurer**

The UK authorised insurance company that issued the Motor Insurance Policy covering Your Vehicle.

## **Net Invoice Selling Price**

The purchase price of the Insured Vehicle (including factory and dealer fitted accessories endorsed by the manufacturer) including any discount given, **but excluding any of the following**:

- warranty;
- new vehicle registration fee;
- any insurance premiums;
- road fund licence;
- fuel;
- paintwork applications; and
- any arrears or negative equity transferred from a previous agreement.

## **Outstanding Finance Balance**

The balance payable to the Finance Company at the date of the Total Loss under the terms of the finance agreement, not including and amount(s) carried over from the previous finance agreements, credit protection insurance, credit facility fees, title discharge fees, documentation fees, additional interest charges, arrears and any other financed amount not related specifically to the insured Vehicle.

## **Period of Insurance**

The period, as specified in the Policy Schedule, for which the Insurer has agreed to cover You.

## **Policy Schedule**

A document issued alongside this policy wording which confirms details of the Insured Vehicle, You, Period of Insurance, type of cover selected and the Limit of Liability.

## **Proposal**

Any information provided to the Insurer or to Us by You or on Your behalf, before the start of the Period of Insurance.

## **Territorial Limits**

1. The UK, the Isle of Man and the Channel Islands.
2. Up to a maximum of 90 days in any 12 month cover period in the The European Union, Andorra, Croatia, Iceland, Liechtenstein, Norway and Switzerland, provided that the cover provided by your motor insurer is an equivalent level of cover as you would have enjoyed in The UK, the Isle of Man and the Channel Islands.

## **Total Loss**

Where You have claimed under Your Motor Insurance Policy, the claim has been settled, and the Insured Vehicle becomes the property of the Motor Insurer or otherwise.

## **UK**

The United Kingdom of Great Britain and Northern Ireland.

## **We, Us, Our, Claims Administrator**

Bankstone Ltd is responsible for handling claims under Your Policy. Their address is Holroyds Mill, Old Lane, Halifax, HX3 5WQ.

## Eligibility Requirements

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You are eligible for cover under this policy provided:

1. The Net Invoice Selling Price does not exceed £150,000 (one hundred and fifty thousand pounds);
2. The Insured Vehicle is listed in Glass's Guide;
3. The Insured Vehicle is less than 8 years old and has covered less than 80,000 recorded miles at the commencement of the first Period of Cover;
4. The Insured Vehicle is insured under a Motor Insurance Policy.
5. Where the Insured Vehicle has been sourced from outside the UK (and where We have agreed to provide cover for that Insured Vehicle), the value of the Insured Vehicle will be based on the Net Invoice Selling Price of a UK equivalent vehicle provided by a manufacturer or manufacturer's agent in the UK and specified for use in the UK. The value will be used to determine the difference between the original Net Invoice Selling Price and the value at the time of the Total Loss.

You are **NOT** eligible for cover under this policy if Your vehicle is one of the following:

1. A taxi, driving school vehicle, chauffeur or courier vehicle (other than where the Insurer has specifically agreed to cover such vehicles at an additional premium);
2. A kit car, invalid carriage or a commercial vehicle in excess of 3,500kg gross vehicle weight;
3. An American, Australian or Canadian vehicle which is not built for the UK market.

There is **NO** cover for any Insured Vehicle which is used for any of the following purposes:

1. Competitions or rallies, track days, racing, pace making, speed testing, reliability trials or off-road use;
2. Carriage of goods or passengers for hire or reward or solely for delivery or courier purposes;
3. Driving tuition (unless specifically agreed by the Insurer);
4. Short-term self-drive hire.

## Policy Transfer

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If You sell Your Insured Vehicle, provided that no claim has been made under this Insurance, You may transfer the remaining cover to the eligible replacement Insured Vehicle, subject to Our agreement and also subject to the Eligibility Requirements listed above. Where the Net Invoice Selling Price of the replacement Insured Vehicle is greater than the Net Invoice Selling Price of the original Insured Vehicle, an additional premium may be required.

A new Policy Schedule will be issued by Us confirming the replacement Insured Vehicle details. Cover will not include any refinancing.

In the event of bereavement, the remaining benefits of this insurance may be transferred to Your spouse or partner. If You would like to transfer this insurance, You must contact the broker who supplied this policy to You who will arrange for the transfer with Us on your behalf.

## Termination

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The insurance provided hereunder will automatically terminate on the occurrence of one of the following:

1. The natural expiry date of this policy;
2. Payment of a claim under this policy;
3. The date this policy is cancelled.

Notwithstanding 3., if You choose to have the Insured Vehicle replaced on "a new for old basis" under the terms of Your Motor Insurance Policy following a Total Loss of the Insured Vehicle within 12 months of the start of the Period of Insurance, We will transfer the balance of this policy to the replacement Insured Vehicle, if You ask Us to do so.

## Cancellation

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We hope You are happy with the cover this policy provides. However, if after reading Your policy, this insurance does not meet with Your requirements, please return it to Us, within 14 days of issue and the Insurer will refund Your premium, provided You have not made a claim.

Thereafter, You may cancel Your policy in writing at any time. Provided You have not made a claim, You will receive a pro rata refund of Your premium based on the number of whole months remaining subject to the deduction of an Insurer retention fee of £35. Requests for cancellation should be made in writing to the broker who sold You the policy or to Us.

### **Insurer Cancellation**

The Insurer shall not be bound to accept renewal of any insurance and We may at any time cancel any insurance document by sending 14 days' notice to You at Your last known address. Provided the premium has been paid in full, You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## General Exclusions

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### **This insurance does not cover:**

1. Any Consequential Loss.
2. Any costs or losses suffered or incurred by You or any other person, which:
  - a) are not the subject of an indemnity under the accidental damage, fire or theft section of the Motor Insurance Policy (unless they are excluded from that indemnity solely because the amount due and payable under the terms of that Motor Insurance Policy is restricted to the current value of the Insured Vehicle on the date when the Total Loss occurred); or
  - b) occur while the Insured Vehicle is being driven or used by a person who is not insured to drive or use it under the terms of the Motor Insurance Policy.
3. A Total Loss caused by war, invasion (whether or not war is declared), revolution, military force, acts of terrorism, acts of foreign enemy, rebellion, insurrection or military usurped power, riot, civil war or other hostile events, unless We must provide cover under the Road Traffic Acts.
4. A Total Loss arising during or in consequence of war, riot or civil commotion (unless You prove that the loss or damage was not caused as a direct result of these consequences).
5. Any claim where the Insured Vehicle does not meet or has breached any of the Eligibility Requirements as listed on page 3 of this policy.
6. A Total Loss that occurs when You or anyone with Your consent is driving the Insured Vehicle whilst:
  - a) under the influence of alcohol;
  - b) under the influence of drugs not prescribed by a registered medical practitioner;
  - c) under the influence of drugs which have been prescribed by a registered medical practitioner but where a warning against driving has been given.
7. Any liability in connection with the use or ownership of the Insured Vehicle.
8. Any claim where at the time of the event leading to the Total Loss, the Insured Vehicle was being driven illegally by You or by anyone with Your consent.
9. Any Insured Vehicle which is not insured under a Motor Insurance Policy for the full duration of the Period of Insurance.
10. Any Insured Vehicle left unattended, unless the doors have been locked, keys removed from the Insured Vehicle and all security devices and immobilisers have been activated and are in full working order.
11. Any Total Loss which is fraudulent, dishonest or exaggerated or where the Claims Administrator or the Insurer have been deliberately misled when presented with relevant information in support of a claim.
12. Any Total Loss which occurs outside the Territorial Limits.
13. Any excess deducted under the Motor Insurance Policy above £250.
14. The VAT element of any claim where the VAT element of the Net Invoice Selling Price has been recovered as part of a VAT Return by You or by Your company or employer.
15. Any Total Loss which occurred before the Period of Insurance commenced.
16. Any claim resulting from an act which is willfully carried out and the outcome of which is consciously intended by You.
17. Any unauthorised modification of the Insured Vehicle or use of the Insured Vehicle which falls outside of the manufacturer's specification, including, but not strictly limited to, carrying more than the recommended number of passengers.

18. Loss of use of the Insured Vehicle.
19. Penalties for delay or detention or in connection with guarantees of performance of efficiency, which is directly or indirectly caused by or is a result of:
  - a) earthquake;
  - b) war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation or nationalisation;
  - c) riot or civil commotion outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
20. Loss or destruction of, or any damage to any property or any loss or expense resulting or arising from any such loss, destruction or damage or any Consequential Loss.
21. Any legal liability directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from the combustion of nuclear fuel.
22. Damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.
23. For liability, which attaches by way of an agreement but which would not have attached if the agreement did not exist.

## Specific Conditions

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### Best Endeavours

You must, prior to the acceptance of any claim hereunder, demonstrate to Our satisfaction that You have used Your best endeavours to obtain the maximum settlement under Your Motor Insurance Policy. If You accept an offer of settlement from Your Motor Insurer of less than the current Market Value of the Insured Vehicle, the Claims Administrator reserves the right to contact Your Motor Insurer in Your name to access the offer of settlement and where necessary seek settlement in-line with the Market Value at the time of the Incident.

Any action taken in Your name regarding the Insured Value will not affect payment of a claim under Your policy.

### Assignments

You shall not be entitled to assign any of Your rights hereunder unless agreed by The Insurer.

### Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- Supply accurate and complete answers to all the questions the Administrator or the Insurer may ask as part of Your Proposal;
- To make sure that all information supplied as part of Your Proposal is true and correct;
- You must tell Us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate or cover may be limited in the event of a claim.

## General Conditions

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1. Cover is restricted to the confines of the Territorial Limits.
2. Identification – these Terms and Conditions and Policy Schedule will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.
3. Fraud – The Insurer will void this policy in its entirety from the date of loss or alleged loss and no cover provided will apply if:-
  - a claim made by You or anyone acting on Your behalf to obtain any benefit is fraudulent or intentionally exaggerated; or
  - a false declaration or statement is made in support of a claim under this policy.

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

4. Subrogation – The Insurer may at their own expense take such proceedings as they think fit in the name of the Insured to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the Insurer shall be or may become entitled or subrogated under this policy and the Insured shall at the request and expense of the Insurer do such acts and things as may be reasonably required by the Insurer for that purpose.
5. Disputes over this insurance – if the Claims Administrator accepts Your claim but You disagree about the Insured Amount due to You or with any of the terms of this policy and that disagreement cannot be resolved through the complaints handling process, You are entitled to seek a resolution through the Financial Ombudsman Service, as long as You are an eligible complainant.

Where the Financial Ombudsman Service cannot deal with a complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in

accordance with the Arbitration Act. The decision of the appointed arbitrator is binding and the arbitrator may require You or the Insurer to pay the costs.

The arbitrator will be chosen jointly by You and the Insurer. If there is a disagreement on the appointment of an arbitrator, the President of the Chartered Institute of Arbitrators will decide.

6. Observance of Policy Terms – it is a condition precedent to the Insurer's liability that You and anyone claiming under the terms of this policy on Your behalf has complied with the Terms and Conditions of this policy.
7. Law that applies - unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the UK in which Your main residence is situated.
8. Contribution – if at any time of any loss or damage arising under this policy there is another insurance policy covering such loss or damage, the Insurer will not be liable for more than their rateable proportion.
9. Contributory Negligence - If the Motor Insurer reduces the amount it pays under Your Motor Insurance Policy because of Your contributory negligence (where Your negligent actions have contributed towards the Total Loss) or due to the condition of the Insured Vehicle, the Claims Administrator will reduce the amount the Insurer will pay under this policy by the same percentage as that applied by the Motor Insurer.
10. Limit of Liability – in the event of a claim payment as a consequence of any Total Loss, the Insurer will deem that full liability has been met under the terms of this policy and the insurance cover will cease upon settlement. In no circumstances shall the liability of the Insurer exceed the amount shown in the Policy Schedule.
11. Premium - once the 14-day cooling off period has expired, the premium is refundable only a pro rata basis, calculated on the number of whole months remaining and subject to the deduction of an Insurer retention fee of £35.
12. Claims – the Insurer shall not be liable for any claim arising directly or indirectly caused by or contributed by or in consequence of a loss listed under the heading "General Exclusions".

## Claims Conditions

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In the event of any Incident which may give rise to a claim, You or Your legal personal representative must at their own expense:

1. Supply all information and assistance, which the Claims Administrator and the Insurer may reasonably require in establishing the amount of any payment under this insurance.
2. Notify the police of any loss or damage by theft within 24 hours or as soon as reasonably possible.
3. Give written notice of the facts on which the claim is based to the Claims Administrator within 30 days of the date of the Total Loss.

## How to Make a Claim

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In the event of a possible claim under this policy please follow the claims procedure set out below with written notice of the facts on which the claim is based, to be provided to the Claims Administrator within 30 days of the date of the Total Loss. If such notice should not be given within such period or any extension agreed by the Insurer, no payment under this policy will be granted.

## Claims Procedure

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Contact the Claims Administrator: Bankstone Ltd, Holroyds Mill, Old Lane, Halifax, HX3 5WQ or by telephoning 0330 2020 660 or emailing [claims@bankstone.co.uk](mailto:claims@bankstone.co.uk) with the following information:-

- Your name, address and postcode
- a daytime contact telephone number
- the Policy reference number
- the Scheme reference number – LPGBTE217
- details of the Vehicle

The Claims Administrator will then advise You how to proceed with Your claim.

Please quote Your policy number in all correspondence.

## Customer Service / Complaints

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It is Our intention to give You the best possible service but if You do have questions or concerns about this insurance or the handling of a claim You should follow the complaints procedure below.

If You feel that We have not provided a first-class service, or if You have any questions about Your insurance, in the first instance, please contact the broker or advisor who arranged cover for you.

If You are not satisfied with the response, please write or telephone, quoting the policy number shown on Your Policy Schedule, to Us:

The Managing Director, Complectus Limited, The Courtyard, High Street, Ascot, SL5 7HP. Telephone: +44 (0)1737 854 167. Email: [complaints@complectus.co.uk](mailto:complaints@complectus.co.uk)

If Your complaint cannot be resolved within 3 working days, We will pass it to Legal Protection Group Limited (LPG) who act on behalf of Alwyn Insurance Company Limited:

Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgey, Bristol BS35 3QH. Email: [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk). Telephone: 0333 700 1040.

After LPG have investigated Your complaint, they will write to You immediately notifying You of the outcome of their investigation and advise that if You are not satisfied with the outcome, You may refer the matter to the Financial Ombudsman Service within the next 6 months as long as You are an eligible complainant.

If Your complaint cannot be resolved within 4 weeks of the date You first notified Us, LPG will inform You that the investigation is continuing, giving the reasons for the delay and a date by which You can expect to be contacted again.

If Your complaint cannot be resolved within 8 weeks of the date You first notified Us, LPG will inform You of the reasons for the further delay and advise that if You are not satisfied with the progress of Your complaint then You may refer it to the Financial Ombudsman Service within the next 6 months as long as You are an eligible complainant.

Please note that if You do not refer Your complaint within the 6 month time period, the Insurer will not permit the Financial Ombudsman Service to consider Your complaint and will only be able to do so in very limited circumstances such as where the Financial Ombudsman Service believes that the delay in notifying Your complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted at:

Financial Ombudsman Service, Exchange Tower, London E14 9SR Telephone: 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones). E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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# Financial Services Compensation Scheme

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Alwyn Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection Notice

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In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, We and LPG (who act on behalf of Alwyn Insurance Company Limited) may need to share personal information which has been given to Us or LPG with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to Us or LPG or on Our or LPG's behalf. We and LPG will only request necessary information from You and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information We or LPG hold about You will be retained by Us and LPG for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes We or LPG may need to send Your personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by Us and LPG.

In arranging and managing this insurance and administering claims, We and LPG will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose Your personal data to any other person or organisation without Your consent.

You can find full details of LPG's privacy policy at [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

You have a right to obtain information We or LPG hold about You. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH

If You have a concern about the way We or LPG have handled Your personal data, then You have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)

Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)