Contract Hire Guaranteed Asset Protection

insure | protect | assist

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Contract of Insurance

Introduction

Thank **You** for purchasing Contract Hire Guaranteed Asset Protection Insurance from Legal Protection Group Limited.

This is **Your** policy document and it provides evidence of the contract between **You** and the **Insurer**.

This document forms part of **Your** policy, along with any attaching schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **You** full details of **Your** cover and the obligations between **You** and the **Insurer**.

Please carefully read all documents and contact the company who sold **You** this policy if **You** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **You** inform the organisation who sold **You** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

The Insurer

Your insurance is arranged by Legal Protection Group Limited., Legal Protection Group Limited, or the company who sold you the Policy, will apply for the policy on Your behalf with the Insurer, Devon Bay Insurance Company Limited.

Legal Protection Group Limited. Registered Office: 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH. Registered in England and Wales. Legal Protection Group Limited company number 10096688. Website: **www.legalprotectiongroup.co.uk**

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

Your policy is underwritten by Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla. Devon Bay Insurance Company Limited is authorised and regulated by the Anguilla Financial Services Commission.

Cover Provided by Your Contract Hire Guaranteed Asset Protection Insurance Policy

This insurance is designed to protect **You** from financial loss if **Your** vehicle is written off (and is not repaired or replaced) by a **Motor Insurer** during the Period of Insurance. Subject to the terms and conditions of the policy and the correct premium having been paid, in the event of **Your** vehicle being declared a **Total Loss**, this insurance will pay the difference between **Your Motor Insurers' Total Loss** valuation and the **Outstanding Lease Settlement** that **You** owe to **Your Lease Company**.

It will also pay up to £1,000 towards the excess deducted from **Your Motor Insurer's Total Loss** valuation, unless it can be recovered from a third party or any other insurance policy. This will form part of the **Limit of Indemnity** shown in the **Policy Schedule**.

If **You** have chosen the optional initial deposit/rental protection, **We** will, subject to the correct premium having been paid, in the event of a Total Loss pay £3,000 or the amount **You** paid for **Your** initial deposit/rental at the start of **Your Lease/Contract Hire Agreement**, whichever is less.

The maximum amount **We** will pay is restricted to the **Limit of Indemnity** shown in **Your Policy Schedule**.

How to make a claim

In the event of a possible claim, please contact the **Claims Administrator** within 60 days of the **Total Loss**, by telephoning 0333 038 2042 or emailing GapClaims@devonbaysolutions.co.uk with the following information:-

- **Your** name, address and postcode
- a daytime contact telephone number
- the Policy reference number
- the Scheme reference number:

  1-year policy – DEVSCH952

  2-year policy – DEVSCH953

  3-year policy – DEVSCH954

  4-year policy – DEVSCH955
- crime reference number where the claim relates to a theft or malicious damage
- details of the Vehicle

The **Claims Administrator** will then liaise with Us and make a claim application on Your behalf to Us. Once We have reached a decision on Your claim, we will notify the Claims Administrator who will then advise **You** how to proceed with **Your** claim. The Claims Administrator will liaise with You, Legal protection Group Limited and/or Us throughout Your claim. ***You must notify the Claims Administrator of any possible claim under this insurance before You accept any settlement offer from Your Motor Insurer.***

Please also refer to the 'Claims Conditions' section in this document for further detail about making a claim.

Definitions

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

Claims Administrator
Devon Bay Solutions Limited (Company Number 15202458) is responsible for handling claims under **Your** policy.

Insured/You/Your
Either:
A private individual or a sole trader who meets the eligibility requirements and whose name appears as the **Insured** on the **Policy Schedule**, or

A partnership which, in the name of at least one partner, appears as the **Insured** on the **Policy Schedule**, providing the partner is at least 18 years of age when the policy commences and the partnership meets the eligibility requirements, or

A limited company or other legal entity which meets the eligibility requirements and whose name appears as the **Insured** on the **Policy Schedule**.

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**.

Insurer, We, Ur or Our
Devon **Bay** Insurance Company Limited.

Lease Company
Any UK based company named on the **Lease/Contract Hire Agreement.**.

Lease/Contract Hire Agreement
The rental agreement between **You** and the **Lease Company** to finance the hire of the **Insured Vehicle.**

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

Motor Insurance Policy
A comprehensive policy in respect of the **Insured Vehicle**, which is kept in force for the duration of the Period of Insurance.

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

Definitions Continued

New Vehicle Replacement
A term within **Your Motor Insurance Policy** meaning **You** are eligible for a new vehicle in the event of a **Total Loss.**

Outstanding Lease Settlement
The amount due to **Your Lease Company** at the date of the **Total Loss** to settle the element of **Your Lease/Contract Hire Agreement** (excluding any excess mileage charges) that relates to the **P11d value**.

Please note: If **You** borrowed more than the **P11d value** on the **Lease/Contract Hire Agreement**, **You** will still have an outstanding balance after **We** have settled **Your** claim. For example, **You** may have borrowed to pay for insurance premiums, road fund licence, fuel, service plans, warranty premiums/charges, and **We** would not pay any outstanding balance relating to such items.

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 Indemnity**.

P11d value
The price of the **Insured Vehicle** as noted on **Your Lease/Contract Hire Agreement** (including factory fitted accessories, delivery for a new vehicle and dealer fitted accessories endorsed by the manufacturer up to a maximum of £1,500) including any discount given, ***but excluding any of the following***:

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

Territorial Limits
The United Kingdom of Great Britain and Northern Ireland, any country in 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 United Kingdom of Great Britain and Northern Ireland.

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.

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Eligibility Requirements

You

You are eligible for cover under this policy provided **You** are:

1. permanent resident in the United Kingdom of Great Britain and Northern Ireland or a UK registered company, throughout the Period of Insurance;
2. at least 18 years of age at the commencement of the Period of Insurance, where **You** are not a UK registered company;
3. named on the **Lease/Contract Hire Agreement**;
4. the policyholder or named driver under a **Motor Insurance Policy**.

Vehicle

The eligibility requirements for a vehicle are as follows:

1. The **P11d value** does not exceed £100,000 (one hundred thousand pounds);
2. It is less than 8 years old when the policy is purchased;
3. It has covered less than 100,000 recorded miles when this policy is purchased;
4. It is registered in the United Kingdom of Great Britain and Northern Ireland;
5. It has not been declared a **Total Loss** prior to the purchase of this policy;
6. **You** have purchased it from a VAT registered supplier;
7. **You** have not modified or changed it in any way from the vehicle manufacturer's standard specification, unless modifications have been made for mobility purposes. This includes spoilers/body kits or any other changes affecting performance;
8. It is not a bus, coach, emergency vehicle, grey import, kit car, military vehicle, motorcycle, motorhome, scooter, van or a commercial vehicle;
9. It is not an American, Australian or Canadian vehicle, or a vehicle which is not built for the European market;
10. It is not used for hire and reward. This includes taxis, chauffeurs and driving tuition;
11. It is not used for couriers services, delivery purposes, haulage or transportation of goods;
12. It is not used for rallying, road-racing or any competitive event.

Disclosure of important information (private individual)

In deciding to accept this insurance and in setting the terms and premium, **We** have relied on the information **You** have given **Us**, via the company who sold **You** this policy and Legal protection Group Limited. **You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out or make changes to **Your** policy. If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your** policy and refuse to pay any claim; or
- **We** may not pay any claim in full; or
- **We** may revise the premium; or
- the extent of the cover may be affected.

Duty of disclosure if You are a sole trader, partnership or limited company

The following Duty of Disclosure section only applies if **You** are a commercial business.

Under the Insurance Act 2015, **You** have a duty to make a fair presentation of the risk to **Us** before this policy starts and when **You** make any amendment(s) to **Your** cover. This means **You** must:

a) Disclose all material facts which **You** know or ought to know;

b) Make the disclosure in a reasonably clear and accessible way; and

c) Ensure that every material representation of fact is substantially correct, and made in good faith.

A “material fact” is information that would influence **Our** decision as to whether to insure **You** and if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following:

a) If **You** are an individual (such as a sole trader or an individual partner):

- what is known to **You** and anybody who is responsible for arranging this insurance; or

If **You** are not an individual (such as a limited company or a partnership):

- what is known to anybody who is part of **Your** organisation’s senior management (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised), or anybody who is responsible for arranging this insurance;

b) What should reasonably be revealed by a reasonable search of information available to **You**. The information may be held within **Your** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the insurance is intended to insure subsidiaries, affiliates or other parties, **You** are expected to have included them in **Your** enquiries, and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

If **You** breach **Your** duty to make a fair presentation of the risk to **Us**, then:

- where the breach was deliberate or reckless, **We** may void this policy and refuse all claims, and keep all premiums paid;
- where the breach was neither deliberate nor reckless, and but for the breach:

  - **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid;

  - **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or

  - **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged. For example if due to a breach of fair presentation **We** charged a premium of £40.00 but **We** should have charged £80.00, for a claim submitted and agreed at a settlement value of £4,000 **You** will only be paid £2,000.

Policy Transfer, change in circumstances and New Vehicle Replacement cover

If **You** change **Your Insured Vehicle**, provided that no claim has been made under this Insurance, **You** may transfer the remaining cover to the replacement **Insured Vehicle**, subject to the Eligibility Requirements listed above. Where the **P11d value** of the replacement **Insured Vehicle** is greater than the **P11d value** of the original **Insured Vehicle**, an additional premium may be required.

We will issue a new **Policy Schedule** to the company who sold **You** this policy, confirming the replacement **Insured Vehicle** details. The company who sold **You** the policy will then pass the new **Policy Schedule** to **You**. Continuation of cover will only apply from the start date shown on the new **Policy Schedule**.

You cannot assign this policy to anyone else and the policy will end on the date **You** assign **Your** lease to another party.

You must also tell the company who sold **You** this policy about any changes to **Your** circumstances such as:

- Change of address;
- Change of name (for example, by marriage);
- If **You** change the way that **You** use the **Insured Vehicle**;
- If **You** make any modifications to the **Insured Vehicle**;
- If **You** change **Your** registration number to a cherished number plate.

This list is not exhaustive. The company who sold you the policy will then liaise on **Your** behalf with Legal Protection Group Ltd, or **Us** as appropriate to request to update **Your** policy.

If, in the event of a **Total Loss**, the terms of **Your Motor Insurance Policy** allow for a **New Vehicle Replacement**, **We** will set up a new policy on the replacement vehicle for the same **Period of Insurance** as the original policy and at no additional premium.

Termination

This 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.

Cancellation

Your cancellation rights

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 the company who sold **You** this policy, within 30 days of issue and **We** 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 on **Your** policy. To cancel **Your** policy please contact the company who sold **You** this policy.

Insurer cancellation

We shall not be bound to accept renewal of any insurance and **We** may at any time cancel any insurance document by sending 30 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. Reasons for cancellation may include, but are not strictly limited to:

- **You** have failed to co-operate with **Us** and this failure has significantly hindered **Our** ability to deal with a claim or administer this insurance; and/or
- a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to **You**.
- **We** decide that **Our** insurance product as a whole is to be removed from the market.

If **We** have evidence that **You** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **Us** when presenting relevant information in support of a claim, **We** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from **You** any sums already paid in respect of that claim, which the **Insurer** otherwise would not have paid. **We** will also not refund any premium paid by **You**.

If fraudulent activity or false or inaccurate information is identified, **We** may, at **Our** discretion, pass details to fraud prevention and/or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

Policy Exclusions

This insurance does not cover:

1. Any claim relating to a **Total Loss** that is not subject to a claim under the relevant sections of **Motor Insurance Policy**.
2. Any claim where **You** have declined an offer to repair the **Insured Vehicle** and asked for a motor insurance claim to be dealt with on a **Total Loss** basis.
3. Any claim where **You** have the option to receive a **New Vehicle Replacement** under the terms of **Your Motor Insurance Policy** in the event of a **Total Loss**.
4. Additional costs for anything other than the **P11d value** of the **Insured Vehicle**.
5. A **Total Loss** which occurs while the **Insured Vehicle** is being driven or used, with **Your** consent, by a person who is not insured to drive or use it under the terms of the **Motor Insurance Policy**.
6. 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.
7. 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.
8. Any liability in connection with the use or ownership of the **Insured Vehicle**.
9. 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.
10. Any **Insured Vehicle** which is not insured under a **Motor Insurance Policy** for the full duration of the Period of Insurance of this policy.
11. Any **Total Loss** resulting from a theft of the **Insured Vehicle** where it was left unoccupied (that is, nobody is inside it) and is left unlocked, with the windows or roof open or with the keys in or on it.
12. 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.
13. Any **Total Loss** which occurs outside the **Territorial Limits**.
14. Any excess deducted from the **Motor Insurance Policy Total Loss** valuation exceeding £1,000, or if the excess is recoverable from a third party or other source.
15. Any negative equity from a previous finance agreement.
16. Any vehicle purchased from a non-VAT registered supplier.
17. Any recoverable VAT where **You** are VAT registered.
18. Any **Total Loss** which occurs outside the Period of Insurance.
19. Any claim resulting from an act which is willfully carried out and the outcome of which is consciously intended by **You**.
20. Any modification of the **Insured Vehicle** or use of the **Insured Vehicle** which falls outside of the manufacturer's standard specification, unless modifications have been made for mobility purposes.
21. Loss of use of the **Insured Vehicle** or any other resultant loss (such as loss of earnings).
22. A **Total Loss** caused by:
    a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;

    b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;

    c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;

    d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
23. Any liability for death or bodily injury or damage to any person, damage to property or any other losses or expenses arising from the event that results in the **Total Loss** of the **Insured Vehicle**.

General Conditions

1. **Fraud**

If **We** have evidence that **You** have made a fraudulent, dishonest or exaggerated claim, or have deliberately misled **Us** when presenting relevant information in support of a claim, **We** reserve the right to:

- to cancel this insurance from the date of the alleged claim or misrepresentation;
- to recover from **You** any sums already paid in respect of that claim, which the **Insurer** otherwise would not have paid;
- withhold any refund of premium paid by **You**.

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

2. **Subrogation**

We may at **Our** own expense take such proceedings as **We** 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 **We** shall be or may become entitled or subrogated under this policy and the **Insured** shall at **Our** request and expense do such acts and things as may be reasonably required by **Us** for that purpose.

3. **Disputes over this insurance**

If the **Claims Administrator** presents **Your** claim and **We** accept the claim but **You** disagree about the offer of settlement due to **You** or with any of the terms of this policy **We** will seek to reach agreement through the complaints handling process, Where this is not possible, 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 **Us**t. If there is a disagreement on the appointment of an arbitrator, the President of the Chartered Institute of Arbitrators will decide.

4. **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.

5. **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.

6. **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.

7. **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**, upon **Our** approval the **Claims Administrator** will reduce the amount **We** will pay under this policy by the same percentage as that applied by the **Motor Insurer**.

8. **Claims**

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

- 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.
- Notify the police of any loss or damage by theft within 24 hours or as soon as reasonably possible.
- Give written notice of the facts on which the claim is based to the **Claims Administrator** within 60 days of the date of the **Total Loss**.

Customer Service / Complaints

We are committed to providing **You** with excellent customer service, but **We** accept that occasionally things go wrong.

We take all complaints seriously and have a commitment across **Our** business to treat all customers fairly. Where **We** have made a mistake, **We** want to put things right quickly.

If Your complaint relates to the sale or administration of the Insurance Policy, You should refer Your complaint to the company who sold You Your Policy

If You are dissatisfied with the response You receive from the company who sold You Your Policy in relation to Your complaint, or Your complaint is not resolved by them within 8 weeks, You have the right to refer Your complaint to the Financial Ombudsman Service within the next six months*.

*If **You** do not refer **Your** complaint within the six-month period, the company who sold **You Your Policy** may 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 they believe that the delay in notifying **Your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email: complaint.info@financial-ombudsman.org.uk**
- **Phone: 0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR**

You can also visit **www.financial-ombudsman.org.uk** and follow the guidelines on how to complain and to also check their eligibility criteria.

- **If Your complaint relates to the Policy Coverage, or how a Claim was handled You should refer your Complaint to Legal Protection Group Ltd in the first instance, who will liaise with Us to resolve your complaint as soon as practicable.Email: complaints@legalprotectiongroup.co.uk**

- **Phone: 0333 700 1040** (lines are open Monday to Friday 9am to 5pm)

- **Post: Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH**

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **Our** letter will also outline the result of **Our** investigation.

If **Our** investigation is not resolved within five business days, **We** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as the **Claims Administrator** who is acting on **Your** behalf, **We** will refer details of the complaint to that other party and confirm this course of action to **You** in writing.

After We have investigated the complaint:

We will write to **You** immediately notifying **You** of the outcome of **Our** investigation.

If We cannot resolve the complaint within 4 weeks:

We will write to **You** and inform **You** that **Our** investigation is continuing, giving the reasons for the delay and a date by which **We** expect to be able to contact **You** again. In all but the most exceptional of circumstances this will be within eight weeks of the complaint being received.

Important: This complaints notification procedure does not affect Your right to take legal action

Financial Services Compensation Scheme

It should be noted that Devon Bay Insurance Company Limited, and Legal Protection Group Limited are not members of and therefore are not covered by the FSCS

Data Protection Notice

Legal Protection Group Limited

In order to facilitate the management of the insurance, Legal Protection Group Limited may need to share personal information which has been given to them with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services relating to this insurance. Legal Protection Group Limited should only request necessary information from You and will only use it and disclose it in connection with this insurance.

Any personal information Legal Protection Group Limited hold about You will be retained by them 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 Legal Protection Group Limited may need to send Your personal information to agents based outside of the UK and Channel Islands and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by Legal Protection Group Limited.

In arranging and managing this insurance and administering claims, Legal Protection Group Limited 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 (otherwise known in this context as the UK GDPR) and the Data Protection Act 2018, 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 Legal Protection Group Limited's Privacy Policy on their website: www.legalprotectiongroup.co.uk. More information on the Data Protection Act 2018 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 Legal Protection Group Limited 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 Legal Protection Group Limited 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
Email: casework@ico.org.uk
Tel: 0303 123 1113
(lines are open Monday to Friday 9am to 5pm)

Devon Bay Insurance Company Limited Privacy Notice and Your Personal Information - Use of personal information

To provide Our services as an Insurer, Devon Bay Insurance Company Limited will collect and use information about You or a beneficiary under the policy (e.g. other identified individuals), such as name, address, and contact details. This may also include special categories of personal data and information relating to criminal convictions and offences. The purposes for which We use personal data may include: - evaluating Your insurance application and providing a quotation; providing insurance cover; handling claims; and crime prevention and detection and debt recovery.

More information about Our use of personal data and Your data protection rights are set out in the Devon Bay Insurance Company Limited Privacy Notice which can be found on Our website: https://devonbayinsurance.ai/privacypolicy. Alternatively, You may also request a copy of the Privacy Notice and exercise Your rights by contacting the Data Protection Officer at, Devon Bay Insurance Company Limited, 201 The Rogers Office Building P.O. Box 941, Edwin Wallace Rey Drive, George Hill, Anguilla or via the Contact Us page of Our website (see details above). We recommend that You review this notice. Our Privacy Notice may periodically be updated, and the most recent version will be published on Our website.

We may pass personal data, including claims information, to third parties such as intermediaries, other insurers, reinsurers, loss adjusters, administration service providers, the police and other law enforcement. agencies, fraud and crime prevention and detection agencies (for example certain regulatory bodies who may require personal data themselves for the purposes described in the Privacy Notice). If You require details of the third parties Your data has been passed to and how this information is used, please contact the Data Protection Officer at the address above.

INTERNATIONAL TRANSFERS OF PERSONAL DATA

To facilitate the management of the insurance other firm(s) outside the UK and Anguilla may handle Your personal data. This shall involve international transfers of personal data to/from South Africa with appropriate safeguards in place, in the form of standard contractual clauses, requiring Your personal data to be treated securely and in accordance with the equivalent data protection standards as apply in the UK/ Anguilla. Those safeguards are due to the UK/ Anguilla not currently awarding an adequacy decision on the level of data protection legislation of South Africa. You can also give Your explicit consent to those international transfers.

USE OF PERSONAL DATA FOR WHICH CONSENT IS REQUIRED

In some circumstances, We (and other insurance market participants) may need to collect and use special categories of personal data for example information relating to criminal convictions and offences. Where this is required, unless another ground applies, consent to this processing is necessary for Us to provide relevant services. Although consent may be withdrawn at any time, this may mean We are unable to continue to provide services and/or process enquiries and/or claims and that insurance cover will stop. Where You are providing Us with personal data about a person other than Yourself, You agree to provide this notice to them and confirm that You have obtained their consent as outlined here.

PRIVACY

We take privacy seriously and have systems in place to ensure the security and accuracy of any personal information We collect. All information You provide to Us is stored on Our secure servers. We restrict access to Your information as appropriate within Devon Bay Insurance Company Limited, Ascot Underwriting Limited and other third parties to those who need to know that information for the purposes set out above.

YOUR DATA PROTECTION RIGHTS

You have rights under the applicable data protection legislation. More information on these rights can be found on the Information Commissioner's website and the Privacy Notice or from the Data Protection Officer. These rights include the right to request a copy of your personal data, how it is processed and to rectify or erase in certain circumstances and the right to object to automated decision-making (including profiling).

Premium

Premium becomes due to be paid by **You** upon commencement of the Policy. You must pay the premium within 14 days of the commencement date of the Policy.

Immediately upon commencement of this Policy, the right to receive premium is assigned by **Us** to Legal Protection Group ("LPG"), in its own right absolutely. This provision is therefore notice to **You** of that assignment.

Payment of premium by **You** within 14 days of commencement of the policy is a condition precedent to **Our** liability under the policy. If premium is not paid to Legal Protection Group within 14 days of the commencement date of the Policy, **We** shall have no liability under the Policy so shall not have to pay any claims

If a loss that is covered by the Policy occurs within 14 days of its commencement date, but before the first premium due has been paid, We shall pay the claim (subject to the terms and conditions of the Policy) after deducting all unpaid premium (all future premium instalments shall become due on the agreement of the claim by Us and should be included in the set-off). You agree to accept that sum in full settlement of the claim.

Legal Protection Group has agreed that it will treat payment of premium to the company who sold you the Policy as being payment to itself, and, on this basis, **We** shall treat cover as satisfying the condition of payment when the premium has been paid to the company who sold you the Policy

If any provision of this section is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this section, which shall remain in full

force and effect. In those circumstances, this provision shall be interpreted to the extent possible as being amended to provide for such minimum notice of cancellation as may be allowable.

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LEGAL PROTECTION GROUP LIMITED
Head and Registered Office:
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Bristol.
BS35 3QH.

LPG is a trading name of Legal Protection Group Limited.

Legal Protection Group Limited, Trading as LPG, is an appointed representative of Riviera Insurance Services Limited, who is authorised and regulated by the Financial Conduct Authority (FCA) under Firm Reference Number 786116. You may check this on the Financial Services Register by visiting the FCA website. LPG is registered in England and Wales (Company Number 10096688). Registered address: 8 Pinkers Court, Gloucester Road, Rudgeway, Bristol BS35 3QH.