

RESIDENTIAL LANDLORD LEGAL EXPENSES AND RENT GUARANTEE INSURANCE



Welcome to BDElite

Thank you for choosing BDElite Ltd to provide your Residential Landlord Legal Expenses and Rent Guarantee Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As a BDElite customer you now have legal expenses insurance to protect you in relation to the cover set out in this Policy. A summary of the cover provided by this Policy is shown in your Insurance Product Information Document. You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

Our Agreement

This insurance is a contract between us (Financial & Legal Insurance Company Limited) and you (the Policyholder shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to the terms of this Policy, provide you with the insurance set out in the Policy in respect of claims reported to us during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

You must ensure that all the information you have given to us is accurate to the best of your knowledge. We will be entitled to refuse to accept a claim where you do not take reasonable care not to make a misrepresentation.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf

Nick Garner, Chief Executive Officer
Financial & Legal Insurance Company Limited

The Meaning of Words in this Policy

Each of the words or terms have a specific meaning which applies wherever they appear in **bold** type in this Policy.

Affordability Test:

means the **Tenant's** annual income derived from their gross salary/wages or profit for the self-employed and/or **Other Income Source** must be equal to or higher than 30 times the monthly rent. If a guarantor is required, the guarantor's annual income derived from gross salary/wages or profit for the self-employed and/or **Other Income Source** must be equal to or higher than 50 times the monthly rent.

Appointed Representative:

means the claim negotiator, lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person**, in accordance with **Our** standard terms of appointment.

Certificate of Insurance: the document which shows details of **You** and this insurance is attached to and forms part of this Policy.

Costs and Expenses:

means all necessary and reasonable

1. Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**;
2. Opponent's costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

Insured Person:

means **You** and any director, partner and employee of **Your** business provided that they have **Your** permission to claim under this Policy.

Insured Property:

means the property insured and named in the **Certificate of Insurance** attached to this policy which is let by **You** to a **Tenant**.

Legal Proceedings:

means a legal remedy for compensation, eviction, specific performance or an injunction.

Other Income Source:

means income derived from investments, pensions, a private trust fund or where a **Tenant** is employed, any additional income received via Universal Credit.

Reasonable Prospects:

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.

Tenant:

means the person(s) who occupies (or has occupied) the **Insured Property** under a **tenancy agreement** with **You**.

We/Us/Our:

means Financial & Legal Insurance Company Limited.

You/Your:

means the Policyholder shown in the Certificate of Insurance attached to this Policy.

Online Legal Document Service

You now have access to LawAssistance, an Online Legal Document Service that provides access to an extensive range of legal documents. This will provide **You** with:

- Access to a range of free legal documents.
- A step by step walkthrough to assist **You** in completing the documents.
- Access to documents which **You** can try for free before purchasing.

To access this site please go to: www.lawassure.co.uk/fli

You will need to register **Your** account:

1. Click on Register.

2. Enter **Your** voucher code 'BDELandlord' and click Validate voucher.

3. Complete the registration details and keep a note of **Your** username and password.

You will only need to complete this process once. Once registered **You** will be able to access the site by entering **Your** username and password details in the boxes provided for existing users.

Legal Advice Line

You now have access to a legal advice line which will provide **You** with legal advice on any matter relating to the laws of the United Kingdom. This advice line is available 24 hours a day, 365 days a year.

If **You** wish to contact the advice line, please call **0333 321 4252**.

Pre-Tenancy Check Requirements

Applicable to Insured Incidents 1, 2, 3, 4, 5, 6 & 7.

For there to be a valid claim under **Insured Incidents 1, 2, 3, 4, 5, 6 & 7** of the Policy, it is a requirement that, prior to the commencement of any tenancy agreement relating to an **Insured Property**, **You** must obtain for each **Tenant** and guarantor if applicable:

1. A satisfactory credit reference check to include the Enforcement of Judgments Office, County Court Judgments and bankruptcy against the **Tenant** and guarantor (if applicable) from a licensed credit referencing agency or from a licensed credit firm. The credit reference check must have been carried out within 45 days of the Tenancy Agreement.
2. The satisfactory credit reference check must be clear of County Court Judgements (CCJ's - last 3 years and none outstanding), show no previous bankruptcies and a good credit score demonstrating the **Tenant's** and guarantor's ability to meet their rent commitments.
3. Two forms of identification for the **Tenant** and guarantor, including one with photographic identification.

Applicable to Insured Incident 8 – Rent Guarantee

In addition to the requirements above, for there to be a valid claim under **Insured Incident 8 - Rent Guarantee (if purchased)** of the Policy, prior to the commencement of any tenancy agreement relating to an **Insured Property, You** must obtain for each **Tenant** and guarantor if applicable:

4. Where the **Tenant** or guarantor is employed, a reference from their employer confirming their gross annual salary, that they have been employed with the company for over 6 months, their employment is permanent and not a zero hours contract and is not expected to change during the tenancy period.
5. Where the **Tenant** or guarantor is employed, a recent Bank Statement for the Current Account showing the salary/wages being received by the **Tenant** or guarantor.
6. Where the **Tenant** or guarantor is self-employed or they derive their income from an **Other Income Source**, the last 2 years tax returns confirming profit, 3 months personal bank statements showing earnings and a letter from their accountant confirming their current and future business income.
7. In all circumstances, the **Tenant's** or guarantor's salary or **Other Income Source** must meet all the requirements of the **Affordability Test**;
8. Where the **Tenant** has let previously, a reference from the former landlord or landlord agent's must be obtained confirming that there are no rent arrears or incidents of neglect at that property.

What IS Insured

We will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents shown as included in the **Certificate of Insurance** and which are set out below.

Provided that

1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**
 - a. during the Period of Insurance, and
 - b. immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
3. The **Insured Person** follows the advice provided to the **Insured Person** by **Our** Claims and Advice Service.
4. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Advice Service.
5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps us up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claims and Advice Service.
6. The event which leads to a claim arises in connection with Your business as a landlord.
7. The **Insured Property** is situated in the United Kingdom, the Channel Islands or the Isle of Man.

We will not pay;

- a. In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the **Certificate of Insurance**.
- b. The amount of any Excess shown in the **Certificate of Insurance** in respect of each claim.
- c. Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.
- d. Where the **Insured Person** is entitled to choose their own representative in relation to a claim under this Policy, the **Insured Person's** representatives **Costs and Expenses** which exceed the **Costs and Expenses** that **Our Appointed Representative**, operating under our standard terms of appointment, would charge **Us**. In this event, the **Insured Person** will be responsible for their representative's excess **Costs and Expenses**.

Insured Incidents

1. Rent Recovery

We will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** for undisputed and unpaid rent, in relation to an **Insured Property**, which is due under the terms of the tenancy agreement between **You** and the **Tenant**.

Provided that;

1. The amount in dispute exceeds the amount shown in the **Certificate of Insurance**.
2. Any claim for undisputed and unpaid rent is notified to **Us** within 45 days from the date the rent was first disputed or due and

payable.

3. All **Your** normal credit control procedures have been exhausted or **You** have made reasonable efforts to recover the unpaid rent.

2. Tenant Eviction

We will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of obtaining vacant possession from the **Tenant** of the **Insured Property** at the expiry of a valid notice to quit being served.

3. Tenant Property Damage

We will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of damage resulting from the **Tenant** failing to return the **Insured Property** in the same condition as at the commencement of the tenancy.

Provided that;

1. The amount in dispute exceeds the amount shown in the Certificate of Insurance.
2. An inventory of the property has been obtained and agreed by both parties prior to the commencement of the tenancy.

We will only pay **Costs and Expenses** where the value of the Property Damage is in excess of any loss that can be deducted from the balance of any deposit paid by the **Tenant** to **You** at the commencement of the tenancy.

We will not pay for any claim relating to or resulting from depreciation and wear and tear.

4. Legal Defence

We will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to any prosecution in a civil or criminal court arising from the letting of the **Insured Property**.

5. Property and Squatter Protection

We will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** an **Insured Person** is able to pursue in respect of an **Insured Property** arising from;

1. a nuisance
2. a trespass
3. an unauthorised occupation
4. damage caused to the **Insured Property** by a third party.

Provided that the amount in dispute exceeds the amount shown in the **Certificate of Insurance**.

6. Court Attendance

For each day that an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative, We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

We will not pay for any loss incurred before an **Insured Person** makes a claim.

We will not pay for any claim where **You** are unable to support **Your** loss.

7. Tax Protection

We will pay the **Costs and Expenses** for the defence of **Legal Proceedings** relating to;

- a. A **Tax Enquiry** or **Cross-Tax Enquiry**.
- b. An investigation by HM Revenue and Customs of **Your** compliance with Pay As You Earn regulations.
- c. An appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that;

1. **You** have taken reasonable care to ensure that **Your** accounts and tax affairs and records have been properly maintained.
2. All returns to HM Revenue and Customs have been completed, are correct and submitted on time.

We will not pay for any claim;

- a. Relating to **Your** failure to register for VAT.
- b. Arising from a tax avoidance scheme.
- c. Arising from any investigation undertaken by HM Revenue and Custom's Special Investigations unit.

8. Rent Guarantee (if purchased)

We will in respect of an **Insured Property** pay the amount of the undisputed and unpaid rent before vacant possession is obtained, up to the limit of liability shown in the **Certificate of Insurance**.

Provided that;

1. **We** have accepted **Your** claim under the Tenant Eviction Section.
2. The amount in dispute exceeds the amount shown in the **Certificate of Insurance**.

We will only pay undisputed and unpaid rent in excess of any loss that can be deducted from the balance of any deposit paid by the **Tenant** to **You** at the commencement of the tenancy. If the balance of the deposit is subsequently required to meet the cost of dilapidations, this will be paid to **You**.

We will not pay;

- a. Any shortfall between the amount paid to the **Tenant** as housing benefit and the rent.
- b. Any rent due after **You** gain vacant possession of the **Insured Property** or the expiry of the tenancy agreement.

What is NOT Insured

1. Pre-Tenancy Check Requirements

Any claim where prior to the commencement of any tenancy agreement relating to an **Insured Property** an **Insured Person** has failed to comply with the Pre-Tenancy Check Requirements.

2. Affordability Test

Any claim where prior to the commencement of any tenancy agreement relating to an **Insured Property** an **Insured Person** has failed to comply with the **Affordability Test** Requirements.

3. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

4. Prior Costs and Costs and Expenses we do not Authorise

Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.

5. Dishonesty, Deliberate Acts, Violence, Criminal Acts and Fraud

Any claim;

- a. Involving actual or alleged dishonesty, violence or any deliberate or criminal act or omission by the **Insured Person**.
- b. Or statement, which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

6. Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions and Date Change, Mortgage Lender

Any claim directly or indirectly relating to or resulting from;

- a. A judicial review.
- b. Mediation and arbitration.
- c. Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- d. Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- e. Libel or slander.
- f. Any share option or pension scheme or policy.
- g. Any device failing to recognise, interpret or process any date as its true calendar date.
- h. Any dispute arising between the **Insured Person** and any agent or mortgage lender.

7. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or where part or all of the **Insured Person's** affairs or property is in the care or control of a receiver or an administrator.

8. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under such insurance(s).

9. Fines and Penalties

For fines, damages or other penalties which the **Insured Person** is ordered to pay by a court or other authority.

10. Disputes with Us and Family Members

- a. Any claim against **Us**, Financial & Legal Insurance Company Ltd or BDElite Ltd.
- b. Any dispute between an **Insured Person** and any domestic partner or family members permanently living with an **Insured Person**.
- c. Any dispute between family members or any domestic partner of the **Tenant**.

11. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

12. Radioactive Contamination and Pressure Waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event;

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

13. Territorial Limits

Any claim;

- a. Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
- b. Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man.

14. Notice to Quit

Any claim where the relevant Notice to Quit was served by **You** on the **Tenant** before the inception of the Policy.

Claims Settlement Provisions

1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts which will result in a claim.

2. When You Must Report a Claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

3. Acceptance of Claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist and the claim is reported to **Us** immediately after the **Insured Person** becomes aware of circumstances which may give rise to a claim, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case.

The costs will be refunded to the **Insured Person** if Counsel's opinion clearly shows that there are merits in proceeding.

4. Conduct of the Claim

(i) **We will be entitled;**

- To have direct contact with the **Appointed Representative**.
- To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**.
- To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.

(ii) **What the Insured Person must do;**

- Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may

reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist.

- Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy.
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim.
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim or of any payment into court.
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited if **We** request.

(iii) *What the Insured Person must not do*

- Under no circumstances must the **Insured Person** accept or reject an offer to settle a claim without **Our** consent or the consent of the **Appointed Representative**.
- Withdraw from any claim without **Our** consent or the instructions from **Us** or the **Appointed Representative**.
- Pursue a claim in any way against the advice or withdraw instructions from **Us** or the **Appointed Representative** without **Our** consent.
- Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**.
- Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

Please Note that:

We will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in (ii) and (iii) above.

5. Payment Instead of Pursuing or Defending a Claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own representative for **Us** to instruct as the **Appointed Representative** to handle the claim.

Where the **Insured Person** is entitled to choose their own representative in relation to a claim under this Policy, we will not pay the **Insured Person's** representatives **Costs and Expenses** which exceed the **Costs and Expenses** that **Our Appointed Representative**, operating under our standard terms of appointment, would charge **Us**.

In this event, the **Insured Person** will be responsible for their representative's excess **Costs and Expenses**.

Conditions

1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

2. Cancellation

You may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter, **You** may cancel the Policy at any time, however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser.

We may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in

relation to any other claim under the Policy. Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

4. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

5. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

6. Recoveries

We reserve the right, at **Our** own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be immediately repaid to **Us**.

7. Governing Law

This Policy is subject to the laws applicable to the United Kingdom.

8. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

Claims and Advice Service 01204 567 504

If **You** need to contact **Us** or need to make a claim **You** can,

call **Us** on: the above number,
email **Us** at: nonmotorclaims@financialandlegal.co.uk, or
write to **Us** at: The Claims Department,
Financial & Legal Insurance Company Limited,
No.1 Lakeside,
Cheadle Royal Business Park,
Cheadle,
Cheshire,
SK8 3GW.

If there is a claim, which is covered by the Policy **We** will then send the **Insured Person** a claim form for completion and return to **Us**.

If the claim is reported to **Us** during the Period of Insurance and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** to act on behalf of the **Insured Person**.

Please Note that:

- Any costs incurred before a claim is made and any costs, which **We** do not authorise are not insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own representative.
- Where the **Insured Person** is entitled to choose their own representative in relation to a claim under this Policy, we will not pay the **Insured Person's** representatives **Costs and Expenses** which exceed the **Costs and Expenses** that **Our Appointed Representative**, operating under **Our** standard terms of appointment, would charge **Us**. In this event, the **Insured Person** will be responsible for their representative's excess **Costs and Expenses**.

Data Protection

We take **Your** Data privacy seriously. How **We** use and look after the personal information is set out below.

BDElite Ltd and Financial & Legal Insurance Company Ltd are the Joint Data Controllers and under this section **We/Us/Our** includes BDElite Ltd.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

What we process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

We may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the police (in regards to incidents) and solicitors, **Appointed Representatives**.
- Directly from **You**.

We will not pass **Your** information to any third parties except to enable **Us** to process **Your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

We will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

Data Retention

We will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

Your rights

Your personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

You can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

How to make a Complaint

Our aim is to provide a first class standard of service at all times.

If **You** feel that **You** have been let down and **You** wish to raise a complaint about the sale of this Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** at:

Telephone: **01204 567 504**

Email: complaints@financialandlegal.co.uk

Address: The Compliance Department, Financial & Legal Insurance Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

Please quote the certificate number on **Your Certificate of Insurance** on all correspondence.

Our staff will attempt to resolve **Your** complaint immediately. Where this is not possible, **We** will acknowledge **Your** complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter, if **You** remain dissatisfied and you are eligible **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at:

Telephone: **0800 023 4567** or **0300 123 9123**

Email: complaint.info@financial-ombudsman.org.uk

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Website: www.financial-ombudsman.org.uk

The use of these facilities does not affect **Your** right to take legal action.

Financial Services Compensation Scheme

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

Please read your policy document carefully and keep it in a safe place.

BDElite Ltd. is registered in England, No. 7636844, Registered office: Atria, Spa Road, Bolton, BL1 4AG. Authorised and regulated by the Financial Conduct Authority for insurance distribution and claims management activities. Our firm's reference number is 797920. Our regulatory registration is recorded on the website www.fca.org.uk.

The insurance cover is underwritten by Financial & Legal Insurance Company Ltd. who are registered in England, No. 03034220. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202915.